

# Exhibit A



CORPORATION SERVICE COMPANY®

## Notice of Service of Process

null / ALL  
Transmittal Number: 15251979  
Date Processed: 06/10/2016

**Primary Contact:** Service Process Team 3-11-309  
Nationwide Mutual Insurance Company  
Three Nationwide Plaza  
Columbus, OH 43215

**Copy of transmittal only provided to:** Kevin Jones  
Rebecca Lewis  
Cassandra Struble

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<b>Entity:</b>	Nationwide Mutual Fire Insurance Company Entity ID Number 3277044
<b>Entity Served:</b>	Nationwide Mutual Fire Insurance Co
<b>Title of Action:</b>	Hanna Shalakhti vs. Nationwide Mutual Fire Insurance Co.
<b>Document(s) Type:</b>	Notice and Complaint
<b>Nature of Action:</b>	Contract
<b>Court/Agency:</b>	Bexar County Court, Texas
<b>Case/Reference No:</b>	2016CV03123
<b>Jurisdiction Served:</b>	Texas
<b>Date Served on CSC:</b>	06/10/2016
<b>Answer or Appearance Due:</b>	10:00 am Monday next following the expiration of 20 days after service
<b>Originally Served On:</b>	CSC
<b>How Served:</b>	Personal Service
<b>Sender Information:</b>	Charles Tabet 210-572-7272

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Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

**To avoid potential delay, please do not send your response to CSC**  
*CSC is SAS70 Type II certified for its Litigation Management System.*  
2711 Centerville Road Wilmington, DE 19808 (888) 690-2882 | [sop@cscinfo.com](mailto:sop@cscinfo.com)

"The State of Texas"

NO. 2016CV03123HANNA SHALAKHTIPlaintiff  
vs.

IN THE COUNTY COURT AT

LAW NO. 3NATIONWIDE MUTUAL FIRE INSURANCE CO ET AL  
Defendant

BEXAR COUNTY, TEXAS

## NOTICE

**Citation Directed to:** NATIONWIDE MUTUAL FIRE INSURANCE CO  
 BY SERVING ITS Registered Agent, CORPORATION SERVICE COMPANY  
 211 EAST 7TH ST SUITE 620  
 AUSTIN, TX 78701-3218

"You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you." Said petition was filed on the 27TH day of May, 2016.

ISSUED UNDER MY HAND AND SEAL OF SAID COURT ON THIS 7TH DAY OF June  
 A.D., 2016.

PLAINTIFF'S ORIGINAL PETITION

CHARLES K TABET

Attorney/PLAINTIFF

address 2600 MCCULLOUGH AVE  
 SAN ANTONIO, TX 78212-3034



GERARD RICKHOFF

County Clerk of Bexar County, Texas  
 Bexar County Courthouse  
 100 Dolorosa Suite 104  
 San Antonio, Texas 78205

By: Diamond F. Vargas Deputy  
 DIAMOND VARGAS

## OFFICER'S RETURN

Came to hand 9th day of JUNE, A.D. 16, at 1255 o'clock P.M.  
 and executed the 10th day of JUNE, A.D. 16, in AUSTIN TEXAS  
 at 915 o'clock A.M. by delivering to NATIONWIDE MUTUAL FIRE INS. CO  
 in person a true copy of this citation together with the accompanying copy of plaintiff's  
 petition. Served at 211 East 7th St Suite 620 Austin Texas 78701-3218

I traveled \_\_\_\_\_ miles in the execution of this citation. fees: \_\_\_\_\_ Serving citation  
 \$ \_\_\_\_\_ Mileage \_\_\_\_\_ Total \$ \_\_\_\_\_

By Carl Ross

County, Texas

The State of Texas

NON - PEACE OFFICER VERIFICATION

VERIFICATION OF RETURN (IF NOT SERVED BY PEACE OFFICER)

SWORN TO this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.



2016CV03123

(DKC001)

NOTARY PUBLIC, STATE OF TEXAS

ORIGINAL

E-FILED  
 Bexar County, County Clerk  
 Gerard Rickhoff  
 Accepted Date: 5/27/2016 1:20:28 PM  
 Accepted By: Amanda Lyssy  
 Deputy Clerk

CAUSE NUMBER 2016CV03123

HANNA SHALAKHTI § IN THE COUNTY COURT

VS.

§ AT LAW NO. CC# 03

NATIONWIDE MUTUAL FIRE  
 INSURANCE CO. AND ALARM  
 SECURITY GROUP, LLC. D/B/A  
 ASG SECURITY

§ BEXAR COUNTY, TEXAS

### PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE COURT:

Hanna Shalakhti, hereinafter known as Plaintiff, files this Original Petition complaining of Nationwide Mutual Fire Insurance Co. (Nationwide) and Alarm Security Group, LLC. d/b/a ASG Security (ASG), hereinafter known as Defendants, and for cause of action would show the following:

#### Parties

1.1 Plaintiff is, and has always been for purposes of this cause of action a resident of Bexar County, Texas.

1.2 Defendant, Nationwide Mutual Fire Insurance Co., is an insurance company organized under the laws of the state of Ohio and is doing business in this state. Service of process may be had by serving its agent for process, Corporation Service Company, at 211 East 7<sup>th</sup> St., Suite 620, Austin, Texas 78701-3218.

1.3 Defendant, Alarm Security Group, LLC. d/b/a ASG Security, is a limited liability company doing business in this state. Service of process may be had by serving its agent for service, National Corporate Research, Ltd., at 206 East 9<sup>th</sup> St., Suite 1300, Austin, Texas 78701.

#### Jurisdiction and Venue

2.1 This court has jurisdiction over the subject matter made the basis of this lawsuit because it is within the jurisdictional limits of this court and jurisdiction over the Defendant the subject of this suit because they are conducting business in this state.

2.2 Venue is proper in this county because the Defendants are doing business in this county and this cause of action arose in this county.

#### Selection of Discovery Level and Relief Sought

3.1 Plaintiff is seeking monetary damages in the amount of one hundred thousand and no/100 (\$100,000.00) dollars or less. Discovery should be conducted under a tailored discovery control plan under Rule 190.4 of the Texas Rules of Civil Procedure.

## Background

- 4.1 Plaintiff is the owner of a grocery store located at 1015 North Sabinas St., San Antonio, Bexar County, Texas. Prior to the occurrence made the basis of this suit, Plaintiff purchased insurance coverage for his business from Defendant, Nationwide, and that Defendant issued insurance coverage naming Plaintiff as a party insured insuring the content of his business against loss caused by theft. A true and correct copy of that insurance policy is attached as Exhibit "E" and incorporated herein for all purposes.
- 4.2 Plaintiff also purchased from Defendant, ASG, and had in effect at all times pertinent hereto an alarm service to monitor and guard his business and its content in the event of a break-in or burglary. This Defendant was responsible for maintaining, guarding and monitoring any possible break-in at the business location.

## The Loss

- 5.1 Prior to July 10, 2014, Plaintiff had been having problems with the alarm system at his business, where it was producing false alarms. Plaintiff would consistently call ASG to perform the repairs and those repairs would be made only to arise again. For approximately two weeks before this incident, Plaintiff was experiencing problems from a faulty zone that controlled the front door, so Plaintiff called to set an appointment for ASG to and repair it. He was told they would be at the store within the next three to four days. Meanwhile, ASG flagged the system as a "test mode" to avoid additional false alarms. (the city of San Antonio charges businesses a fine of approximately one hundred and no/100 [\$100.00] dollars for each trip a police officer makes to a scene where no burglary took place or is in progress [reports branded as false alarms]). Hence, on July 10, 2014, and for approximately three days before that date ASG had the alarm system flagged as "test mode." On or about July 10, 2014, after Plaintiff finished his usual business he set the alarm in the usual manner and locked the store.
- 5.2 After the business was closed that evening Plaintiff's business was burglarized, through a break-in of the front door and Defendant suffered a loss of merchandise and money. Although there was movement inside the store and the alarm through the motion detector would have shown the activity inside ASG neither notified the police nor the Plaintiff because it had the system flagged as "on test mode."

## Claim on the Policy Against Nationwide

- 6.1 Upon discovery of the loss, Plaintiff contacted Defendant, Nationwide, and notified it of the loss, completed and submitted a list of the loss he sustained and cooperated with all requests made by that Defendant, but Nationwide refused liability because it claimed that the setting of the alarm on test mode voided the responsibility it had to cover this loss.
- 6.2 Despite the fact that all conditions precedent had been met for Nationwide to pay Plaintiff's losses under the policy, that Defendant failed and refused to pay the value of Plaintiff's claim causing Plaintiff to suffer that loss together with other harm as described further in this petition.

## Claim Against ASG

- 7.1 ASG conduct as set out herein resulted in a breach of its contract and obligations to Plaintiff in that it agreed to maintain, repair, monitor and notify the Plaintiff and the police of any burglary, break-in or breach of the property but failed to comply with those obligations. ASG informed the Plaintiff to place the alarm on test mode, then simply ignored all activity that was taking place in the store despite the fact that the activity was taking place in areas other than the problem zone.

#### Proximate Cause

- 8.1 Defendants' conduct as set out above was the direct and producing cause of Plaintiff's damages being sought in this case. All conditions precedent to Plaintiff's recovery have occurred or have been met.

#### Damages

- 9.1 Nationwide's conduct in this matter was the producing and proximate cause of harm to Plaintiff in at least the following respects:
- a. Plaintiff lost the benefits and protections afforded by the policy of insurance purchase from that Defendant as set out herein.
  - b. Plaintiff's ability to use the insured property to produce income has been crippled by the Defendant's conduct, with a resulting loss of profits to the plaintiff in a sum in excess of the minimum jurisdictional limits of this court.
- 9.2 As a direct and proximate result of Defendants' breaches Plaintiff sustained damages in a sum in excess of the minimum jurisdictional limits of this court.

#### Insurance Code Violations, Breach of Contract and Attorney's Fees

- 10.1 It has become necessary for Plaintiff to retain the services of Charles Tabet, an attorney at law licensed in the state of Texas and a member of its bar to protect his rights in prosecuting this case. Plaintiff seeks recovery of his reasonable attorney's fees through the trial court and in the event of an appeal to the court of appeals and the Texas Supreme Court. Plaintiff also seeks recovery of the additional sum of eighteen (18%) percent per year of the amount payable under the policy.

#### Unfair Claim Settlement Practices by Nationwide

- 11.1 After having received notice of plaintiff's losses Defendant, Nationwide, engaged in several unfair settlement practices, as enumerated and defined as unfair or deceptive in Section 541.060(a) of the Texas Insurance Code and Section 17.46(b) of the Texas Business and Commerce Code, including but not limited to the following:
- a. Failing to attempt in good faith to effectuate a prompt, fair, and equitable settlement of the plaintiff's claim once the defendant's liability became reasonably clear.
  - b. Failing to provide promptly a reasonable explanation of the defendant's basis for its denial of the plaintiff's claim.

- c. Refusing to pay the claim without first conducting a reasonable investigation of the matter.

11.2 The foregoing conduct by Defendant was done knowingly, that is with an actual awareness of the falsity, unfairness, or deception of the conduct described. Consequently, the plaintiff requests that the trier of fact award the plaintiff additional damages of up to three times the sum of actual damages suffered.

#### Breach of Duty of Good Faith and Fair Dealing

- 12.1 From and after the time Plaintiff presented his claim Nationwide, that defendant's liability to pay the claim in accordance with the terms of the insurance policy was reasonably clear that there was no basis on which a reasonable insurance company would have relied to deny payment. Despite that fact Nationwide refused to accept the claim and pay the claim as the policy required.
- 12.2 At that time, Nationwide knew or in the exercise of reasonable diligence would have known that its liability was reasonably clear; however, it failed to conduct a reasonable, proper investigation of the claim and refused to rely on the true facts, resorting instead to producing faulty, incomplete, and biased reasons as subterfuges to avoid paying a valid claim.
- 12.3 Consequently, Nationwide breached its duty to deal fairly and in good faith with Plaintiff. It's breach was a proximate cause of the losses, expenses, and damages suffered by the plaintiff as more specifically described below.

WHEREFORE, Plaintiff requests Defendants be cited to appear and answer and on final hearing the court enter judgment:

1. Against Defendants, jointly and severally for actual damages in a sum as prayed for herein.
2. Against Defendant, Nationwide, for additional damages in a sum as prayed for herein.
3. Exemplary or enhanced damages against Nationwide in a sum in excess of the minimum jurisdictional limits of this court.
4. Eighteen (18%) percent per annum on the actual damages from February 19, 2015, until the day before the judgment is signed and entered by the court.
5. Plaintiff's reasonable attorney's fees against Defendants jointly and severally.
6. Prejudgment and postjudgment interest at the highest rate allowed by law.
7. Plaintiff's costs of court.
8. All other relief to which Plaintiff may be entitled in equity or at law.

Respectfully submitted  
Charles Tabet  
2600 McCullough Ave.  
San Antonio, Texas 78212  
(210) 572-7272 Telephone  
(210) 572-7575 Facsimile

/s/ Charles Tabet  
Attorney for Plaintiff  
T. B. NO. 19601550



**Nationwide®**  
On Your Side™

NATIONWIDE MUTUAL FIRE INS CO  
ONE NATIONWIDE PLAZA  
COLUMBUS, OH 43215-2220

42 86761  
RENEWAL

## PREMIER BUSINESSOWNERS POLICY

### PREMIER RETAIL COMMON DECLARATIONS

Policy Number: ACP BPRF 5563342985  
  
Named Insured: HANNAH ENTERPRISE INC - DBA  
J&R MAHAL GROCERY  
Mailing Address: 1015 N SABINAS ST  
SAN ANTONIO, TX 78207-1613  
Agency: PAT PANTUSA  
Address: SAN ANTONIO TX 78247-1943  
Agency Phone Number: (210)599-4555

Policy Period: Effective From 04-03-14 To 04-03-15  
12:01 AM Standard Time at your principal place of business.

Form of your business entity: CORPORATION

Description of your business: CONVENIENCE STORE

IN RETURN FOR THE PAYMENT OF THE PREMIUM AND SUBJECT TO ALL THE TERMS OF THIS POLICY,  
WE AGREE TO PROVIDE THE INSURANCE STATED IN THIS POLICY.

**CONTINUATION PROVISION:** If we offer to continue your coverage and you or your representative do not accept, this policy will automatically terminate on the expiration date of the current policy period stated above. Failure to pay the required premium when due shall mean that you have not accepted our offer to continue your coverage. This policy will terminate sooner if any portion of the current policy period premium is not paid when due.

**RENEWAL POLICY NOTICE:** In an effort to keep insurance premiums as low as possible, we have streamlined your renewal policy by not including printed copies of policy forms or endorsements that have not changed from your expiring policies, unless they include variable information that is unique to you. Refer to your prior policies for printed copies of these forms. If you have a need for any form, they are available by request from your agent.

**TOTAL POLICY PREMIUM \$ 2,088.00**

Previous Policy Number	STATUS	I
ACP BPRF 5553342985	ENTRY DATE	02-07-14
	Countersignature	Date

These Common Policy Declarations, together with the Common Policy Conditions, Coverage Form Declarations, Coverage Forms and any endorsements issued to form a part thereof, complete the Policy numbered above.

PB 81 00 (01-01)

DIRECT BILL LD5S

MLF

AGENT COPY

UID 50

Page 1 of 2  
**EXHIBIT "E"**  
55 06624

## PREMIER BUSINESSOWNERS POLICY

PREMIER RETAIL

### SCHEDULE OF NAMED INSUREDS

Policy Number: ACP BPRF 5563342985

From 04-03-14

Policy Period:  
To 04-03-15

#### Named Insured:

HANNAH ENTERPRISE INC - DBA  
J&R MAHAL GROCERY

## **NATIONWIDE MUTUAL FIRE INSURANCE COMPANY MUTUAL COMPANY CONDITIONS ENDORSEMENT**

### **POLICYHOLDER MEMBERSHIP IN THE COMPANY**

(Applicable Only to Policies Issued by Nationwide Mutual Fire Insurance Company in States Other than the State of Texas)

Because this policy is issued by Nationwide Mutual Fire Insurance Company (the "Company"), the first named insured listed on the declarations page ("named insured") is a member of the Company issuing the policy while this or any other policy issued by the Company is in force. While a member, the named insured is entitled to one vote only – regardless of the number of policies issued to the named insured – either in person or by proxy at meetings of members of the Company.

The annual meeting of members of the Company will be held each year at the Home Office of the Company in Columbus, Ohio, at 9:30 a.m. on the first Thursday of April. If the Board of Directors of Nationwide Mutual Fire Insurance Company should elect to change the time or place of that meeting, the Company will mail notice of the change to the member's last known address. The Company will mail this notice at least 10 days in advance of the meeting date.

This policy is non-assessable, meaning that the named insured is not subject to any assessment beyond the premiums required for each policy term.

### **POLICYHOLDER DIVIDEND PROVISIONS**

The named insured is entitled to any Dividends which are declared by the Board of Directors of the Company in accordance with law and which are applicable to coverages provided in this policy.

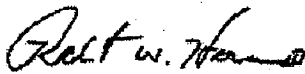
### **POLICYHOLDER MEMBERSHIP IN THE COMPANY IN TEXAS**

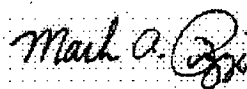
(Applicable Only to Policies Issued by Nationwide Mutual Fire Insurance Company in the State of Texas)

**1. MUTUALS – MEMBERSHIP AND VOTING NOTICE.** The named insured is notified that, by virtue of this policy, the named insured is a member of the Nationwide Mutual Fire Insurance Company of Columbus, Ohio, (the "Company") and is entitled, as is lawfully provided in the charter, constitution, and by-laws to vote either in person or by proxy in any or all meetings of said Company. Each member is entitled to only one vote regardless of the number of policies owned. The annual meetings of the members of the Company are held in the Home Office, at Columbus, Ohio, on the first Thursday of April, in each year, at 9:30 o'clock a.m.

**2. MUTUALS – PARTICIPATION CLAUSE WITHOUT CONTINGENT LIABILITY.** No Contingent Liability: This policy is non-assessable. The named insured is a member of the Company and shall participate, to the extent and upon the conditions fixed and determined by the Board of Directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

IN WITNESS WHEREOF: Nationwide Mutual Fire Insurance Company has caused this policy to be signed by its President and Secretary, and countersigned by a duly authorized representative of the

  
Secretary

  
President  
Nationwide Mutual Fire Insurance Company

**PREMIER BUSINESSOWNERS POLICY****PREMIER RETAIL  
PROPERTY DECLARATIONS**Policy Number: **ACP BPRF5563342985**Policy Period:  
From **04-03-14** To **04-03-15**

Description of Premises Number: **001** Building Number: **001** Construction: **JOISTED MASONRY**  
 Premises Address **1015 N SABINAS ST** **SAN ANTONIO TX 78207-1613**  
 Occupancy **T** Classification: **CONVENIENCE STORES - SALES OF BEER & WINE LESS THAN 25% OF GROSS SALES - NO GAS PUMPS - NO COOKING**  
 Described as: **CONVENIENCE STORE**

WE PROVIDE INSURANCE ONLY FOR THOSE COVERAGES INDICATED BY A LIMIT OR BY "INCLUDED".

The Property Coverage provided at this premises is subject to a **\$ 2,500** Deductible, unless otherwise stated.**COVERAGES****LIMITS OF INSURANCE**

Building - NOT PROVIDED  
 Business Personal Property - Replacement cost \$72,100

**ADDITIONAL COVERAGES - the Coverage Form Includes other Additional Coverages not shown.**

Business Income - ALS - 12 Months - NO Hour Waiting Period - 60 Day Ordinary Payroll Limit INCLUDED  
 Extra Expense - Actual Loss Sustained (ALS) - 12 Months - NO Hour Waiting Period INCLUDED  
 Equipment Breakdown INCLUDED  
 Automatic Increase in Insurance - Building 2%  
 Automatic Increase in Insurance - Business Personal Property 2.9%  
 Back Up of Sewer and Drain Water (limit shown per Building, subject to \$25,000 policy aggregate) \$5,000

**OPTIONAL INCREASED LIMITS****Included Limit****Additional Limit**

Account Receivable	\$25,000	\$25,000
Valuable Papers and Records (At the Described Premises)	\$25,000	\$25,000
Forgery and Alteration	\$10,000	\$10,000
Money and Securities - Inside the Premises	\$10,000	\$10,000
Outside the Premises (Limited)	\$10,000	\$10,000
Outdoor Signs	\$2,500	\$2,500
Outdoor Trees, Shrubs, Plants and Lawns	\$10,000	\$10,000
Business Personal Property Away From Premises	\$15,000	\$15,000
Business Personal Property Away From Premises - Transit	\$15,000	\$15,000
Electronic Data	\$10,000	\$10,000
Interruption of Computer Operations	\$10,000	\$10,000
Building Property of Others	\$10,000	\$10,000

**OPTIONAL COVERAGES - Other frequently purchased coverage options.**

Employee Dishonesty	NOT PROVIDED
Ordinance or Law - 1 - Loss to Undamaged Portion	NOT PROVIDED
2 - Demolition Cost and Broadened Increased Cost of Construction	NOT PROVIDED
Ordinance or Law Broadened	NOT PROVIDED

**PROTECTIVE SAFEGUARDS**

This premise has Protective Safeguards identified by symbols below. Insurance for Fire or Burglary and Robbery at this premise will be excluded if you do not notify us immediately if any of these safeguards are impaired. See **PB 04 30** for a description of each symbol. APPLICABLE SYMBOLS: **P-6**;

**PREMIER BUSINESSOWNERS POLICY****PREMIER RETAIL****MORTGAGEE ASSIGNMENT INFORMATION**

Policy Period:

Policy Number: **ACP BPRF5563342985**From **04-03-14** To **04-03-15**Additional Interest:  
Interest:

Interest Number:

Loan Number:

Additional Interest:  
Interest:

Interest Number:

Loan Number:

Additional Interest:  
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Interest:

Interest Number:

Loan Number:

**PREMIER BUSINESSOWNERS POLICY****PREMIER RETAIL****LIABILITY DECLARATIONS**Policy Number: **ACP BPRF 5563342985**Policy Period:  
From **04-03-14** To **04-03-15****LIMITS OF INSURANCE**

Each Occurrence Limit of Insurance	Per Occurrence	<b>\$1,000,000</b>
Medical Payments Coverage Sub Limit	Per Person	<b>\$1,000</b>
Tenants Property Damage Legal Liability Sub Limit	Per Covered Loss	<b>\$300,000</b>
Personal and Advertising Injury	Per Person Or Organization	<b>\$1,000,000</b>
Products – Completed Operations Aggregate	All Occurrences	<b>\$2,000,000</b>
General Aggregate (Other than Products – Completed Operations)	All Occurrences	<b>\$2,000,000</b>

**AUTOMATIC ADDITIONAL INSURED STATUS**

The following persons or organizations are automatically insureds when you and they have agreed in a written contract or agreement that such person or organization be added as an additional insured on your policy.

Co-Owners of Insured Premises  
 Controlling Interest  
 Grantor of Franchise or License  
 Lessors of Leased Equipment  
 Managers or Lessors of Leased Premises  
 Mortgagee, Assignee or Receiver  
 Owners or Other Interest from Whom Land has been Leased  
 State or Political Subdivisions - Permits Relating to Premises

**PROPERTY DAMAGE DEDUCTIBLE**

NONE

**OPTIONAL COVERAGES**

Liquor Liability

Included in Each Occurrence Limit of Insurance  
 Subject to Products -  
 Completed Operations Aggregate

**PREMIER BUSINESSOWNERS POLICY****PREMIER RETAIL****FORMS AND ENDORSEMENTS SUMMARY**

Policy Period:

Policy Number: **ACP BPRF 5563342985**From **04-03-14** To **04-03-15**

FORM NUMBER	TITLE
LI0021	0101 NUCLEAR ENERGY LIABILITY EXCLUSION
PB0002	0411 PREMIER BUSINESSOWNERS PROPERTY COVERAGE
PB0006	0411 PREMIER BUSINESSOWNERS LIABILITY COVERAG
PB0009	0411 PREMIER BUSINESSOWNERS COMMON POLICY CON
PB0412	0101 LIMITATION OF COVERAGE TO DESIGNATED PREMISES
PB0430	0411 PROTECTIVE SAFEGUARDS
PB2998	0908 EXCLUSION - VIOLATION OF CONSUMER PROTEC
PB2999	0411 EXCLUSION - FUNGI OR BACTERIA
PB9042	1113 TEXAS AMENDATORY ENDORSEMENT
PB6303	0101 LIQUOR LIABILITY COVERAGE
PB0534	0108 CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM; EXCLUSION -
PB0564	0108 CONDITIONAL EXCLUSION OF TERRORISM - EXCLUSION OF WAR

**IMPORTANT NOTICES**

IN7158	0707 IMPORTANT NOTICE
IN7159	0706 TEXAS DISCLOSURE FORM
IN7590	1011 DATA BREACH RESOLUTION SERVICES
IN7592	1011 LIFESTAGES IDENTITY MANAGEMENT AND RESOLUTION SERVICES
IN7729	0613 TEXAS PERIOD TO FILE A CLAIM OR BRING LEGAL ACTION AGAINST U
IN7291	0114 POTENTIAL RESTRICTIONS OF TERRORISM COVERAGE

**PREMIER BUSINESSOWNERS POLICY****PREMIER RETAIL  
AGENT PREMIUM SUMMARY**Policy Number: **ACP BPRF 5563342985**Policy Period:  
From **04-03-14** To **04-03-15**

Loc /Bldg	Coverage	Limits	Premium
	<b>POLICY WIDE OPTIONAL COVERAGES</b>		
	<b>NONE</b>		
<b>01 01</b>	<b>PERSONAL PROPERTY</b>	<b>72,100</b>	<b>1,044</b>
	<b>EQUIPMENT BREAKDOWN</b>	<b>INCLUDED</b>	<b>88</b>
	<b>LIABILITY</b>	<b>1,000,000</b>	<b>397</b>
	<b>LIQUOR LIABILITY</b>	<b>INCLUDED</b>	<b>559</b>
	<b>BUILDING TOTAL PREMIUM</b>		<b>2,088</b>

If an \* is shown for a coverage, then the limit shown is the additional amount of insurance for that coverage - see the Declarations page for the total amount.

**PB 81 PS (01-01)**

DIRECT BILL

LD5S

MLF

AGENT COPY

UID

50

**EXHIBIT "E"**  
55 06631



EFFECTIVE DATE: 12:01 AM Standard Time,  
(at your principal place of business)

**BUSINESSOWNERS**  
**PB AI 02 (01-01)**

## **ACKNOWLEDGEMENT OF ADDITIONAL INSURED STATUS MANAGERS OR LESSORS OF LEASED PREMISES**

**Person or Organization Designated as an Additional Insured:**

**YOUSEF I RAFATI**

**PO BOX 760157  
SAN ANTONIO TX 78245**

**Designated Premises (Part Leased to the Named Insured):**

**1015 N SABINAS ST  
SAN ANTONIO TX 782071613**

This form has been sent to you to acknowledge your status as an additional insured under our, meaning the issuing Company stated below, insurance policy issued to the Named Insured shown below.

Under our Premier Businessowners Liability Coverage Form, Section II. WHO IS AN INSURED provides as follows:

Any of the following persons or organizations are automatically insureds when you [i.e. the Named Insured stated below] and such person or organization have agreed in a written contract or agreement that such person or organization be added as an additional insured on your policy providing general liability coverage.

**Managers or Lessors of Leased Premises**

Any person or organization from whom you lease premises is an additional insured, but only with respect to their liability arising out of your use of that part of the premises leased to you, subject to the following additional exclusion:

This insurance, including any duty we have to defend "suits", does not apply to structural alterations, new construction or demolition operations performed by or for such person or organization.

HOWEVER, their status as additional insured under this policy ends when you cease to be a tenant of such premises.

The policy language set forth above is subject to all of the terms and conditions of the policy issued to the Named Insured shown below. For your information, our Named Insured, the Policy Number, Policy Term and Limits of Insurance are stated below.

**Named Insured HANNAH ENTERPRISE INC - DBA**

**Issuing Company: NATIONWIDE FIRE INS COMPANY**

**Policy Number: ACP BPRF5563342985**

**Policy Term: 04-03-14 To 04-03-15**

**Limits of Insurance: Per Occurrence \$1,000,000  
All Occurrences \$2,000,000**

**PB AI 02 (01-01)**

**Page 1 of 1**

ACP BPRF5563342985

AGENT COPY

55 06632

**EXHIBIT "E"**

BUSINESSOWNERS

PB 04 30 04 11

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PROTECTIVE SAFEGUARDS**

This endorsement modifies insurance provided under the following:

PREMIER BUSINESSOWNERS PROPERTY COVERAGE FORM

**NOTICE**

**YOU RISK THE LOSS OF CERTAIN INSURANCE COVERAGE AT PREMISES DESIGNATED IN THE DECLARATIONS IF YOU FAIL TO MAINTAIN ANY OF THE APPLICABLE PROTECTIVE SAFEGUARDS, LISTED BY SYMBOL IN THE DECLARATIONS FOR EACH PREMISES.**

Our requirement that you maintain the protective safeguard is in consideration of a premium reduction. If you do not wish to commit to the requirements expressed in this endorsement, at our option, your insurance may be continued. However, the credit for such protection would not be applied.

Your acceptance of this policy in the payment of premium when due constitutes your understanding and acknowledgement that you risk the loss of certain insurance at the premises designated if you fail to maintain the protective safeguard and your acceptance and agreement with the terms of this endorsement.

**SCHEDULE**

Prem. / Bldg. No. Description of P-9 Protective Safeguard:

A. **CONDITION.** As a condition of this insurance, you are required to maintain the applicable protective devices or services for fire, denoted by symbols P-1, P-2, P-3, P-4, P-5, P-8, or P-9; or for burglary and robbery, denoted by symbols P-6 or P-7), as designated at each premises by symbol in the Declarations.

B. **EXCLUSIONS.** Under Section B. EXCLUSIONS, the following exclusions are added:

1. **FIRE PROTECTIVE SAFEGUARDS**

We will not pay for loss or damages caused by or resulting from fire if, prior to the fire, you:

- a. Knew or should have known of any suspension or impairment in any protective safeguard as designated at each premises by symbol in the Declarations and failed to notify us of that fact; or
- b. Failed to maintain any protective safeguard as designated at each premises by symbol in the Declarations and over which you have control, in complete working order; or

c. Add or modify any cooking equipment and operate it prior to adding or extending any Fire Suppression System that is required by code to protect it.

If part of an Automatic Sprinkler System is shut off due to breakage, leakage, freezing conditions or opening of sprinkler heads, notification to us will not be necessary if you can restore full protection within 48 hours.

2. **BURGLARY AND ROBBERY PROTECTIVE SAFEGUARDS**

We will not pay for loss or damage caused by or resulting from theft if, prior to the theft, you:

- a. Knew or should have known of any suspension or impairment in any protective safeguard designated at each premises by symbol in the Declarations and failed to notify us of that fact; or
- b. Failed to maintain any protective safeguard designated at each premises by symbol in the Declarations and over which you had control, in complete working order.

PB 04 30 04 11

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Page 1 of 2

ACP BPRF5563342985

AGENT COPY

55 06633

**EXHIBIT "E"**

PB 04 30 04 11

**C. PROTECTIVE SAFEGUARD SYMBOLS.** The protective safeguards to which this endorsement applies are identified in the Declarations by the following symbols:

**"P-1" Automatic Sprinkler System** including related supervisory services. Automatic Sprinkler System means:

- a. Any automatic fire protective or extinguishing system, including connected:
  - 1) Sprinklers and discharge nozzles;
  - 2) Ducts, pipes, valves and fittings;
  - 3) Tanks, their component parts and supports; and
  - 4) Pumps and private fire protection mains.
- b. When supplied from an automatic fire protective system:
  - 1) Nonautomatic fire protective systems; and
  - 2) Hydrants, standpipes and outlets.

**"P-2" Automatic Fire Alarm**, protecting the entire building, that is:

- a. Connected to a central station; or
- b. Reporting to a public or private fire alarm station.

**"P-3" Security Service**, with a recording system or watch clock, making hourly rounds covering the entire building, when the premises are not in actual operation.

**"P-4" Service Contract** with a privately owned fire department providing fire protection service to the described premises.

**"P-5" Watchman Service** based on contract with a privately owned security company providing premises protection services to the described premises.

**"P-6" Local Burglar Alarm** protecting the entire building which in the event of an unauthorized or attempted entry at the described premises, triggers a loud sounding gong or siren, or a visual device, on the outside of the building.

**"P-7" Central Station Burglar Alarm** protecting the entire building which, in the event of an unauthorized or attempted entry at the described premises, will automatically transmit an alarm signal to an outside Central Station or police station.

**"P-8" Fire Suppression System**, including related supervisory services. Fire Suppression System means any automatic fire protective or extinguishing system designed to protect cooking equipment (i.e. cooking surfaces, deep fat fryers, grease ducts and hoods) including connected:

- a. Sprinklers and discharge nozzles;
- b. Ducts, pipes, valves and fittings; and
- c. Tanks, their component parts and supports.

**"P-9"** The protective system described in the Schedule of this endorsement.

**All terms and conditions of this policy apply unless modified by this endorsement.**



inter- or intra-office communications, statements, investigative reports, announcements, depositions, Answers to Interrogatories, Pleadings, Judgments, Newspaper articles, and carbon or photographic copies of any such material if you do not have custody or control of the original. If any such document requested to be identified was but is no longer in your possession or control, or is no longer in existence, please state whether it is:

- a. Missing or lost;
  - b. Destroyed;
  - c. Transferred, voluntarily or involuntarily, to others, and if so, to whom; or
  - d. Otherwise disposed of, and in each instance explain the circumstances surrounding the authorization for disposition thereof, state the approximate date thereof, and describe its contents.
2. "Possession, Custody, or Control" includes constructive possession whereby you have a right to compel the production of a matter, or to compel entrance from a third party.
  3. "Expert" includes an expert used for consultation and who is not expected to be called as a witness during trial, but those work product will form a basis, either in whole or in part, of the opinion of an expert who is to be called as a witness.
  4. "Report" means the mental impressions and opinions held by an expert and the facts known to the expert regardless of when the factual information was acquired which relates to or form the basis of mental impressions and opinions held by the expert. A report includes documents and tangible reports, physical models, compilations of data and other material prepared by an expert, or for an expert in anticipation of the expert's deposition, or trial testimony, and further includes all tangible reports, physical models, compilation of data and other material prepared by an expert used for consultation regardless whether it was prepared in anticipation of litigation or trial, when such expert's report forms a basis either in whole or in part of the opinions of an expert who is to be called as a witness.
  5. "You and Your" mean the responding party to whom these questions are directed, as well as agents, employees, attorneys, investigators, and all other persons acting for that party.
  6. "Persons" mean natural person, corporations, partnerships, and all other entities.

REQUEST FOR ADMISSION NO. 1:

That at the time of the loss made the subject of this suit you had issued an insurance policy to Plaintiff to cover theft from his property located at 1015 North Sabinas St., San Antonio, Texas.

ANSWER:

REQUEST FOR ADMISSION NO. 2:

That the insurance policy you issued to cover Plaintiff's property at 1015 North Sabinas St., San Antonio, Texas was in effect on the date of this burglary.

ANSWER:

REQUEST FOR ADMISSION NO. 3:

That the Plaintiff sustained a loss at 1015 North Sabinas St., San Antonio, Texas, the evening of July 10, or the morning hours of July 11, 2014.

ANSWER:

REQUEST FOR ADMISSION N0. 4:

That the Plaintiff had a contract with you to monitor his store the subject of this suit at the time of this incident.

ANSWER:

REQUEST FOR ADMISSION N0. 5:

That the agreement to monitor Plaintiff's store was in effect at the time of this incident.

ANSWER:

REQUEST FOR ADMISSION N0. 6:

That Exhibit "G" attached hereto and incorporated herein is a true and correct copy of the agreement you had with Plaintiff to monitor his store that was in effect at the time of this incident.

ANSWER:

REQUEST FOR ADMISSION N0. 7:

That the Plaintiff had reported problems with his system to you before he was burglarized.

ANSWER:

REQUEST FOR ADMISSION N0. 8:

That Plaintiff had the alarm set on the day of the burglary.

ANSWER:

REQUEST FOR ADMISSION N0. 9:

That you were responsible for maintaining, guarding and monitoring any possible break-in at the business location.

ANSWER:

REQUEST FOR ADMISSION NO. 10:

That you had Plaintiff's system flagged on a test mode on the day of the burglary.

ANSWER:

REQUEST FOR ADMISSION NO. 11:

That you received notice from the alarm system at the store that the alarm was tripped on the date of the burglary.

ANSWER:

REQUEST FOR ADMISSION NO. 12:

That you received notice from the alarm system at the store that the alarm was tripped on the date of the burglary from different zones.

ANSWER:

REQUEST FOR ADMISSION NO. 13:

That you failed to call the Plaintiff to inform him that the alarm was being tripped.

ANSWER:

REQUEST FOR ADMISSION NO. 14:

That you failed to call the police and inform them that the alarm was being tripped.

ANSWER:

REQUEST FOR ADMISSION NO. 15:

That Plaintiff set the alarm after he finished work on the date of the burglary after he closed.

ANSWER:

REQUEST FOR ADMISSION NO. 16:

That Exhibit "C" attached hereto and incorporated herein for all purposes is a true and correct copy of the activity report you created and/or generated on Plaintiff's business that includes the day of the burglary.

ANSWER:

REQUEST FOR ADMISSION NO. 17:

That had you notified Plaintiff that the alarm was being tripped the loss from this burglary would have been foiled.

ANSWER:

REQUEST FOR ADMISSION NO. 18:

That had you notified the police that the alarm was being tripped the loss from this burglary would have been foiled

ANSWER:

Respectfully submitted,

Charles Tabet  
2600 McCullough Ave.  
San Antonio, Texas 78212  
(210) 572-7272 Telephone  
(210) 572-7575 Facsimile

/s/ Charles Tabet  
Attorney for Plaintiff  
T. B. NO. 19601550



12/16/2014 12:07 12105642699

ASG SECURITY

PAGE 01/01

12/16/2014 11:22

ID: S.STRATTON

**Customer Activity Report****All Activity**

JR Mahal Grocery

Customer ID: 43439476

Branch ID: 1400

07/09/2014 00:00:00 Thru 07/14/2014 23:59:59

[Customer's Local Time Zone]

43439476 JR Mahal Grocery  
(210) 212-93971015 North Sabinas  
San Antonio TX 78207

Date	Day	Time	Log Description
07/10/2014	Thu	11:51:59	Temp On Test - Expired ID: 750471 - 00:06, 8 Jul to 11:51, 10 Jul - Selected Reason: 'John'
07/11/2014	Fri	07:05:23	Comment - Pd Vicky called in with responder request saying their was a breaking in. The front door to the premise was open
		07:08:34	Comment - Burtus ntd of PD Responder Request says 20mins black Toyota
		07:10:31	Comment - Pd Daniel ntd of responder info
		09:43:35	Temp On Test - Entered ID: 753458 - 09:43 to 12:43, 11 Jul - Whole Customer Reason: 'On-test from BoldNet Mobile'
		09:43:35	Temp On Test - Started ID: 753458 - 09:43 to 12:43, 11 Jul - Whole Customer Reason: 'On-test from BoldNet Mobile'
		10:00:19	Sensor Tamper 'FRONT MOTION'
		10:02:28	Tamper Restoral 'FRONT MOTION'
		10:06:54	Sensor Tamper 'FRONT DOOR'
		10:08:18	Tamper Restoral 'FRONT DOOR'
		10:15:49	Temp On Test - Deleted ID: 753458 - 09:43 to 12:43, 11 Jul - Whole Customer Reason: 'On-test from BoldNet Mobile'
		10:15:49	Temp On Test - Stopped ID: 753458 - 09:43 to 12:43, 11 Jul - Whole Customer Reason: 'On-test from BoldNet Mobile'
07/12/2014	Sat	00:13:03	Close By User [User No. 7] (System: 1 Area: 1)
		09:39:49	Open by User [User No. 6] (System: 1 Area: 1)
07/13/2014	Sun	00:12:34	Close By User [User No. 7] (System: 1 Area: 1)
		09:18:30	Open by User [User No. 6] (System: 1 Area: 1)
		23:10:37	Close By User [User No. 7] (System: 1 Area: 1)
07/14/2014	Mon	09:09:38	Open by User [User No. 6] (System: 1 Area: 1)
		11:58:37	Sensor Tamper 'FRONT DOOR' (Alarm)
		12:03:25	Attention - Ask for Central station passcode when calling premise
		12:03:28	Contact Customer - JR Mahal Grocery at Site [(210) 212-9397] - Result: Contacted
		12:04:27	Contact Password Verified (password)
		12:04:30	Response - Viewed [04:35] View to Action [16 Secs] Actioned [04:51]
		12:04:40	Customer Cancel
			Comment - John gv call po for fa
			Close - Res: FA
			Resolution: FA - False Alarm
		11:59:12	Tamper Restoral 'FRONT DOOR'
		23:12:51	Close By User [User No. 7] (System: 1 Area: 1)

03/27/2015 13:54

ID: 4684

**Customer Activity Report**

All Activity  
 JR Mahal Grocery  
 Customer ID: 43439476  
 07/10/2014 00:00:00 Thru 07/11/2014 23:59:59  
 [Customer's Local Time Zone]

**43439476 JR Mahal Grocery**  
**(210) 212-9397**

**1015 North Sabinas**  
**San Antonio TX 78207**

<u>Date</u>	<u>Day</u>	<u>Time</u>	<u>Log Description</u>
07/10/2014	Thu	11:51:59	Temp On Test - Expired ID: 750471 - 00:06, 8 Jul to 11:51, 10 Jul - Selected: Reason: 'john'
07/11/2014	Fri	07:05:23	Comment - Pd Vicky called in with responder request saying their was a breaking in. The front door to the premise was open
		07:08:34	Comment - Burtus ntfd of PD Responder Request says 20mins black Toyota
		07:10:31	Comment - Pd Daniel ntfd of reponder info
		09:43:35	Temp On Test - Entered ID: 753458 - 09:43 to 12:43, 11 Jul - Whole Customer Reason: 'On-test from BoldNet Mobile'
		09:43:35	Temp On Test - Started ID: 753458 - 09:43 to 12:43, 11 Jul - Whole Customer Reason: 'On-test from BoldNet Mobile'
		10:00:19	Sensor Tamper 'FRONT MOTION'
		10:02:28	Tamper Restoral 'FRONT MOTION'
		10:06:54	Sensor Tamper 'FRONT DOOR'
		10:08:18	Tamper Restoral 'FRONT DOOR'
		10:15:49	Temp On Test - Deleted ID: 753458 - 09:43 to 12:43, 11 Jul - Whole Customer Reason: 'On-test from BoldNet Mobile'
		10:15:49	Temp On Test - Stopped ID: 753458 - 09:43 to 12:43, 11 Jul - Whole Customer Reason: 'On-test from BoldNet Mobile'

\*111401458\*

## L PURCHASE, LEASE AND SERVICES AGREEMENT



Customer Billing Information

same as site  
San Antonio TX 78217

Corporate Info

MAS #: 3196300

Site #:

Job #:

THIS AGREEMENT made this 9 day of May 20 13, by and between Alarm Security Group LLC (ASG Security), hereinafter called the "Company" and JK Mahal Grocery, hereinafter called the "Client", at (site address) 1015 North Sabinas San Antonio TX 78207

1. **Agreement:** Company agrees to provide the system(s) ("System") and Monthly Services as described in section 1B, and in accordance with the Schedule of Protection (if applicable):

A. **Type of Transaction:** (check boxes that apply) ☐ System/Equipment Install/Purchase ☐ Company Owned System ☒ Monthly Services

B. **Services to be Provided:** (check all boxes that apply; amounts listed are represented in monthly charges)

<input checked="" type="checkbox"/> Burglar Alarm Monitoring <u>19.05</u>	<input type="checkbox"/> ASG Connect	<input type="checkbox"/> Fire Alarm Maint. (inc. Test&Ins)
<input type="checkbox"/> Panic/Hold-Up Monitoring	<input type="checkbox"/> ASG Managed Access	<input type="checkbox"/> Sprinkler Alarm Maintenance
<input type="checkbox"/> Fire Alarm Monitoring	<input type="checkbox"/> Burglar Alarm Maintenance	<input type="checkbox"/> Sprinkler Test & Inspect
<input type="checkbox"/> Sprinkler Alarm Monitoring	<input type="checkbox"/> Fire Alarm Maintenance	<input type="checkbox"/> Fire Alarm Insp A B BM M Q SA W
<input type="checkbox"/> Elevator Monitoring	<input type="checkbox"/> Access Control Maintenance	Billed: Upon Insp or In Advance
<input type="checkbox"/> Temp Alert Monitoring	<input type="checkbox"/> Video Surveillance System Maint.	<input type="checkbox"/> FA Sens Test A B BM M Q SA W
<input checked="" type="checkbox"/> Cellular/Radio Service <u>7.95</u>	<input type="checkbox"/> Opening/Closing Log Only	Billed: Upon Insp or In Advance
<input type="checkbox"/> DataLink	<input type="checkbox"/> Opening/Closing w/Schedules	<input type="checkbox"/> Other: _____
	<input type="checkbox"/> O/C Reports M W BW	<input type="checkbox"/> Administration Fee* <u>\$3.99</u>

(Complete 2A or 2B and/or 2C, as applicable)

2A. **System/Equipment Purchase:** The total price ("Price") of the equipment inclusive of the installation (if applicable) thereof shall be \$ \_\_\_\_\_ Dollars plus applicable taxes. The terms of payment are as follows: Deposit \$ \_\_\_\_\_; upon Equipment Delivery \$ \_\_\_\_\_; upon 100% completion \$ \_\_\_\_\_. In the event of changes in cost of the System if request by the Customer or as required by local jurisdiction being supplied prior to the date of installation, Company reserves the right to adjust the price accordingly. Client shall be responsible for and shall pay to the Company the cost of any addition, changes and variances in the System, as herein contracted for or as installed, made at the request of or made necessary or required by Client's action, or which may be demanded by any governmental agency or insurance interests or inspection and rating bureaus that may be requested or required by or of the Client after the date of the execution of this Agreement. CLIENT ACKNOWLEDGES THAT CLIENT HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM COMPANY OVER AND ABOVE THAT PROVIDED HEREIN, AT AN ADDITIONAL COST TO CLIENT.

2B. **If Company Owned System:** (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of \$ \_\_\_\_\_ for installation plus tax (if applicable) and the sum of \$ \_\_\_\_\_ per month plus tax (if applicable), payable ☐ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually ("payment cycle") in advance on the first day of the said payment cycle, commencing with the payment cycle following completion of installation, for a period of five (5) years from the date service commences. The total monthly charge is subject to increase as set forth in subparagraphs (9.0). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. (ii) At the expiration of the initial five (5) year period, this Agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the date of the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this Agreement, according to the terms and conditions as set forth in this Agreement. \*A monthly administration fee shall apply for both monthly and quarterly invoiced Clients (non-ACH or non-automatic credit card or bank draft payments).

2C. **Monthly Services:** (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of \$ 27.00 Service/Monitoring Fee plus tax (if applicable) per month, payable ☒ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually ("payment cycle"), in advance on the first day of the said payment cycle, commencing with the payment cycle following completion of the installation for a period of 5 years from the date the service commences. The total monthly charge is subject to increase as set forth in subparagraphs (9.0), (9.1), (9.2) and (9.3). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. (ii) At the expiration of the initial 5 year period, this Agreement shall be automatically renewable for periods of 2 years each, the first of such renewal periods to commence upon the date of the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this Agreement, according to the terms and conditions as set forth in this Agreement. A monthly administration fee shall apply for both monthly and quarterly invoiced Clients (non-ACH or non-automatic credit card or bank draft payments).

3. **Company's Liability/Disclaimer Warranties:** COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED; OR THAT THE SYSTEM WILL PREVENT ANY LOSS BY BURGLARY, HOLDUP, FIRE, OR OTHERWISE; OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. CLIENT ACKNOWLEDGES AND AGREES THAT THE COMPANY HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; NOR HAS CLIENT RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. CLIENT FURTHER ACKNOWLEDGES AND AGREES THAT ANY AFFIRMATION OF FACT OR PROMISE SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY, AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. CLIENT FURTHER ACKNOWLEDGES AND AGREES THAT COMPANY IS NOT AN INSURER; THAT CLIENT ASSUMES ALL RISK OF LOSS OR DAMAGE TO CLIENT'S PREMISES OR TO THE CONTENTS THEREOF; AND THAT CLIENT HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPH 17 AND 18 WHICH SET FORTH LIMITATION OF LIABILITY AND INDEMNIFICATION PROVISIONS IN THE EVENT OF ANY LOSS OR DAMAGE TO CLIENT OR ANYONE ELSE.

\*2 months credit\* \*No price increases for initial term\*

## Schedule of Equipment to be Installed

See Attachment: (if applicable) Schedule of Equipment and Pricing.

ASG SECURITY (Alarm Security Group LLC)

[Signature]  
Sales Representative (Print/Signature)

Company Authorized Signature

Title

Date

Accepted by:

John Abdallah  
Client's Name

5-16-13  
Date

Client's Authorized Signature

John Abdallah  
Printed Name

5-16-13  
Title

2107129397  
Business Telephone

5-16-13  
Date

THIS AGREEMENT SHALL NOT BE BINDING UPON COMPANY UNLESS APPROVED IN WRITING BY AN AUTHORIZED SIGNATORY OF COMPANY. IN THE EVENT OF NON-APPROVAL, THE SOLE LIABILITY OF COMPANY SHALL BE TO REFUND THE CLIENT THE AMOUNT THAT HAS BEEN PAID TO COMPANY BY CLIENT UPON THE SIGNING OF THIS AGREEMENT.

License Numbers

DC: ECS901543

DE: 02-71, FAL-0221

MA: 1608 C, SS CO 000986

MD: 107-714

NC: NCASLB: 1961-CSA, 20653-SP-LV

NJ: 34BF00000500, 661309

OK: 1036

PA: PA062390

SC: BAC-13313

TX: B11180, ACR-2242, ECR-1767, HCR-410

VA: 11-3605, 2705 098253A

Other License #:

In the State of Texas, Company is licensed and regulated by the Texas Department of Public Safety, Private Security Bureau.

Complaints may be directed to: 5805 North Lamar Blvd., Austin, TX 78752-4422, 512-424-7710.

In the State of North Carolina, Company is licensed and regulated by the Alarm Systems Licensing Board

Complaints may be directed to: 4901 Glenwood Ave, Suite 200, Raleigh, NC 27612 919-788-5320.

THIS IS A CONTRACT - READ ALL PAGES CAREFULLY

EXHIBIT "G"

22. **Entire Represented Agreement; Modifications; Alterations; Waiver:** This writing is intended by the parties as a final expression of their Agreement and as a complete and exclusive statement of the terms thereof. This signed Agreement supersedes all prior representations, understandings or agreements of the parties both written and verbal and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties or their duly authorized agent. No waiver of a breach of any item or condition of this Agreement shall be construed to be a waiver of any succeeding breach. Any modifications or alterations to the standard terms and conditions contained herein must be initiated and acknowledged by both parties.





5/9/13 #3196300  
Date of Transaction

### ALARM or USER PERMIT REQUIREMENT - NOTIFICATION

JK Alarm Security Group LLC (ASG Security, Argus Security, TnT Security Services), the (Company) does hereby notify you Manah Grocery (the Client) that it is your responsibility to obtain, at your sole cost all required alarm/user permits as regulated by your local police or fire department (municipality). In some cases this required permit must be renewed annually. Please check with your local municipality.

Failure to obtain the required alarm/user permit may result in fines as assessed by your local municipality who have jurisdiction, and all such fines shall be the responsibility of the Customer regardless of the circumstances.

Once you have obtained or renewed your alarm/user permit, it is your responsibility to report your alarm/user permit number to ASG Security by updating online at [www.asgsecurity.com](http://www.asgsecurity.com) under My ASG, faxing a copy to 301-210-2837 or e-mailing your permit number and expiration date to [datachanges@asgsecurity.com](mailto:datachanges@asgsecurity.com).

Some municipalities may refuse to dispatch emergency personnel to your location if no alarm/user permit has been obtained and/or if it is not listed at the monitoring station at the time of dispatch. Your system may not be considered "active" in the monitoring station without this permit information.

Please initial, indicating your understanding of this Alarm Permit Requirement and Notification. Customer Initials: JA

### PHONE LINE PROTECTION - VOIP-CABLE MODEM-'DIGITAL' PHONE SERVICE NOTIFICATION

The Company recommends that all Clients utilize a cellular/radio (GSM) signal transmission as their primary signal transmission method, or minimally install the GSM service as a back-up to their 'standard' (analog) phone service (which is at an additional installation and monthly cost if added after the original installation) which allows for signal transmission in the event of a 'standard' phone line failure/outage.

The Company further notifies the Client that if the installed system is set-up to operate over a standard (non-internet-based) phone line, and the Client discontinues their standard phone service or changes their phone service after the monitoring service has been established, the Client's monitoring service may be disrupted (no communication will be received by the Company) and the Company will not be aware of this service disruption. Non-standard phone services include but are not limited to, DSL, cable modem, VOIP ('Vonage', 'U-Verse', 'Bongo'), 'Magic Jack' or similar digital/internet based technology). It is the responsibility of the Client to notify the Company of any phone line changes. Any additional equipment required to re-establish signal monitoring communication is at the Client's sole expense and will result in additional monthly monitoring charges.

Please initial, indicating your understanding of Phone Line Protection, Phone Service Requirement Customer Initials: JA

### NOTICE OF UNDERSTANDING REGARDING TAKEOVER OF EXISTING SYSTEM

The Company is not responsible for the original design, scope or operational condition or failure of the Client's equipment or wiring as installed by a third party. The Company shall test the existing security devices at the time of a Takeover, but in no way warrants the Client owned system. Should there be a defect of the Client's system, devices or wiring at the time of Takeover or should there be a failure of the Client's equipment or wiring in the future, all required repairs or equipment replacement(s) shall be at the Client's sole expense.

Please initial, indicating your understanding of issues related to Takeover of Existing System. Customer Initials: JA

### NOTICE OF CANCELLATION (Applicable to Residential Customers Only)

You, the Client, may cancel this transaction without penalty or obligation within three (3) business days from the date listed above. If you cancel, any property traded in, any payments made or any negotiable instrument executed by you under the contract or transaction will be returned within ten (10) business days following receipt by the Seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the Company at your residence in substantially as good condition as when received, any goods delivered to you under this contract or transaction, or you may if you wish, comply with the instructions of the Company regarding the return shipment of the goods at the Company's expense and risk.

If you make the goods available to the Company and the Company does not pick them up within twenty (20) days from the date of your Notice of Cancellation, you may return or dispose the goods without any further obligation. If you fail to make the goods available to the Company or if you agree to return the goods to the Company and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail, fax or e-mail a signed and dated copy of this Notice of Cancellation to: ASG Security at 12301 Kiln Ct., Suite A, Beltsville, MD 20705, 301-210-2839 (fax), [cancel@asgsecurity.com](mailto:cancel@asgsecurity.com), no later than midnight on \_\_\_\_\_.

I acknowledge receiving a copy of this form:

Client's Signature [Signature]

Date 5-16-13

I HEREBY CANCEL THIS TRANSACTION:

Client's Signature \_\_\_\_\_

Date \_\_\_\_\_

Print Name \_\_\_\_\_

City/State \_\_\_\_\_

White—Company Copy • Yellow—Office Copy • Pink—Client Copy

EXHIBIT "G"

CAUSE NUMBER 2016CV03123

HANNA SHALAKHTI § IN THE COUNTY COURT

VS.

§ AT LAW NO. CC# 03

NATIONWIDE MUTUAL FIRE  
INSURANCE CO. AND ALARM  
SECURITY GROUP, LLC. D/B/A  
ASG SECURITY

§ BEXAR COUNTY, TEXAS

PLAINTIFF'S FIRST SET OF REQUESTS FOR ADMISSIONS

TO: Nationwide Mutual Fire Insurance Co., one of the Defendants herein

Pursuant to the Texas Rules of Civil Procedure, Hanna Shalakhti requests you to:

1. Admit to the truth of each of the matters set forth in the requests herein;
2. Answer fully and factually each of the Request for Admission hereinafter set forth; and
3. Make a written response, sign same, and deliver it to the attorney of record for Plaintiff the first business day after the expiration of thirty (30) days after receipt hereof. You are also instructed as follows:
  - a. If you do not admit the truth of the facts stated in a Request for Admission, you must specifically deny same, or set forth in detail the reasons why you cannot truthfully admit or deny such statement of fact;
  - b. Any admission made pursuant to these Requests apply to this action only, and is not an admission by you for any other purpose, and may not be used against you in any other proceedings;
  - c. Each matter for which an admission is requested shall be deemed admitted, unless you response is serve on the undersigned attorney during the time period set forth above;
  - d. If you deny a Request and the requesting party thereafter proves the truth of such matter, you may be ordered to pay the costs of suit, including Plaintiff's attorney's fees;
  - e. These questions are continuing in nature and require supplemental answers if you or your attorney get further information which makes the previous answer given incomplete or incorrect;
  - f. Your failure to timely respond as required by the Texas Rules of Civil Procedure to these Requests for Admissions will result in the Requests for Admissions being deemed admitted as a matter of law.

DEFINITIONS

As used herein, the following terms shall have the meanings indicated below:

1. "Document" means any printed, typewritten, handwritten, mechanically or otherwise recorded matter or whatever character, including, but without limitation, letters, purchase orders, memoranda, telegrams, notes, catalogues, brochures, diaries, reports, calendars,

inter- or intra-office communications, statements, investigative reports, announcements, depositions, Answers to Interrogatories, Pleadings, Judgments, Newspaper articles, and carbon or photographic copies of any such material if you do not have custody or control of the original. If any such document requested to be identified was but is no longer in your possession or control, or is no longer in existence, please state whether it is:

- a. Missing or lost;
  - b. Destroyed;
  - c. Transferred, voluntarily or involuntarily, to others, and if so, to whom; or
  - d. Otherwise disposed of, and in each instance explain the circumstances surrounding the authorization for disposition thereof, state the approximate date thereof, and describe its contents.
2. "Possession, Custody, or Control" includes constructive possession whereby you have a right to compel the production of a matter, or to compel entrance from a third party.
  3. "Expert" includes an expert used for consultation and who is not expected to be called as a witness during trial, but those work product will form a basis, either in whole or in part, of the opinion of an expert who is to be called as a witness.
  4. "Report" means the mental impressions and opinions held by an expert and the facts known to the expert regardless of when the factual information was acquired which relates to or form the basis of mental impressions and opinions held by the expert. A report includes documents and tangible reports, physical models, compilations of data and other material prepared by an expert, or for an expert in anticipation of the expert's deposition, or trial testimony, and further includes all tangible reports, physical models, compilation of data and other material prepared by an expert used for consultation regardless whether it was prepared in anticipation of litigation or trial, when such expert's report forms a basis either in whole or in part of the opinions of an expert who is to be called as a witness.
  5. "You and Your" mean the responding party to whom these questions are directed, as well as agents, employees, attorneys, investigators, and all other persons acting for that party.
  6. "Persons" mean natural person, corporations, partnerships, and all other entities.

REQUEST FOR ADMISSION NO. 1:

That at the time of the loss made the subject of this suit you had issued an insurance policy to Plaintiff to cover theft from his property located at 1015 North Sabinas St., San Antonio, Texas.

ANSWER:

REQUEST FOR ADMISSION NO. 2:

That the insurance policy you issued to cover Plaintiff's property at 1015 North Sabinas St., San Antonio, Texas was in effect on the date of this burglary.

ANSWER:

REQUEST FOR ADMISSION NO. 3:

That the Plaintiff sustained a loss at 1015 North Sabinas St., San Antonio, Texas, the evening of July 10, or the morning hours of July 11, 2014.

ANSWER:

REQUEST FOR ADMISSION NO. 4:

That the Plaintiff made a demand for coverage for that loss he sustained on you.

ANSWER:

REQUEST FOR ADMISSION NO. 5:

That Plaintiff completed the documents you requested of him and returned them to you.

ANSWER:

REQUEST FOR ADMISSION NO. 6:

That you denied coverage for the theft loss Plaintiff sustained at 1015 North Sabinas St., San Antonio, Texas as a result of this incident.

ANSWER:

REQUEST FOR ADMISSION NO. 7:

That you received an explanation from the Plaintiff that his alarm at the business had been malfunctioning at the time the loss occurred.

ANSWER:

REQUEST FOR ADMISSION NO. 8:

That you received a copy of the document attached as Exhibit "A" to these requests prior to denying this claim.

ANSWER:

REQUEST FOR ADMISSION NO. 9:

That you received a copy of the document attached as Exhibit "B" to these requests prior to denying this claim.



ANSWER:

REQUEST FOR ADMISSION NO. 10:

That you received a copy of the document attached as Exhibit "C" to these requests prior to denying this claim.

ANSWER:

REQUEST FOR ADMISSION NO. 11:

That you received a copy of the document attached as Exhibit "D" to these requests prior to denying this claim.

ANSWER:

REQUEST FOR ADMISSION NO. 12:

That the document attached as Exhibit "E" to these requests is a true and correct copy of the insurance policy that was in effect at the time this burglary took place.

ANSWER:

REQUEST FOR ADMISSION NO. 13:

That but for your conclusion that the Plaintiff did not set the alarm on the date of this loss this claim would be a covered incident.

ANSWER:

REQUEST FOR ADMISSION NO. 14:

That the sole reason you denied coverage of this claim is because you concluded that the Plaintiff did not set the alarm on his property on the date of loss.

ANSWER:

REQUEST FOR ADMISSION NO. 15:

That you sent the attached Exhibit "F" attached to these requests to Plaintiff.

ANSWER:

REQUEST FOR ADMISSION NO. 16:

That Exhibit "F" attached to these requests contains the sole reasons why you denied coverage of this claim.

ANSWER:

Respectfully submitted,

Charles Tabet  
2600 McCullough Ave.  
San Antonio, Texas 78212  
(210) 572-7272 Telephone  
(210) 572-7575 Facsimile

/s/ Charles Tabet  
Attorney for Plaintiff  
T. B. NO. 19601550

From: Hannah Enterprises Inc - DBA J&R Motel & more  
 105 N. Sabalwood Dr Austin TX 78205

claim number: 7842PE105745

# CONTENTS LOSS INVENTORY

#	No. of Items	Item Description: Model No., Serial No., Brand, etc.	PLACE OF PURCHASE & PURCHASE DATE (mo/yr)	ORIGINAL COST	REPLACEMENT COST	REPAIR COST
1	100	silica contents		10		1000
2	9	E Hookah CF65MH		10		90
3	12	E Hookah 1100MH		12		144
4	2	w/p 10" chameleon		80		160
5	2	w/p Rock clear		65		130
6	4	w/p 12" zig zag clear		35		140
7	3	w/p 14" clear w/white leaf		50		150
8	10	w/p 12" clear patches		14		140
9	10	w/p 8" soft Blue/Green		12		120
10	12	Pipe "Liquid"		10		120
11	13	Pipe Blue clear mint		10		130
12	8	Pie Blue Tip "Intact"		12		96
13	90	Pie "Mushroom" pipe		10		90
14	16	Pipe "Blue Bowl" chond 10		9		144

CLAIM NUMBER: 78 42 PE 105745 07112014 51

INSURED'S SIGNATURE:  Page No. 1 of 5

INSURED'S SIGNATURE (SPOUSE): \_\_\_\_\_

NOTE: If you have more damaged items than this form allows, photostatic copies of this form are permitted.

EXHIBIT "A".

## CONTENTS LOSS INVENTORY

#	No. of Items	Item Description: Model No., Serial No., Brand, etc.	PLACE OF PURCHASE & PURCHASE DATE (mo/yr)	ORIGINAL COST	REPLACEMENT COST	REPAIR COST
1	40	2.5 fancy		3.5		140
2	12	3 pcs Bubble pipe		15		180
3	11	Bubbler, chunky		18		198
4	7	Bufochan		10		70
5	6	Bubbler, Black and w		20		120
6	8	Bubbler, 1.5 inch		25		200
7	60	Hitter Gold		4		240
8	20	Hitter Med		5		100
9	21	Bowl with tongs		9		189
10	8	A/c: 1/2 cobd		25		200
11	5	A/c: 1/2 star		40		200
12	89	Hitter non-identical		2		178
13	35	animal pipe		10		350
14	30	Downer tree shaver		8		240

CLAIM NUMBER: 78 42 PE 105745 07112014 51

INSURED'S SIGNATURE:  Page No. 2 of 3

INSURED'S SIGNATURE (SPOUSE): \_\_\_\_\_

**NOTE:** If you have more damaged items than this form allows, photostatic copies of this form are permitted.

EXHIBIT "A"

## CONTENT'S LOSS INVENTORY

#	No. of Items	Item Description: Model No., Serial No., Brand, etc.	PLACE OF PURCHASE & PURCHASE DATE (mo/yr)	ORIGINAL COST	REPLACEMENT COST	REPAIR COST
1	25	eyeglasses		7		175
2	7	shirts		39		273
3	18	E-cigarette		15		270
4		E-cigarette		35		210
5	45	Roller zipper		2		90
6						
7						
8						
9						
10						
11						
12						
13						
14						

CLAIM NUMBER: 78 42 PE 105745 07112014 51

INSURED'S SIGNATURE:  Page No. 3 of 3

INSURED'S SIGNATURE (SPOUSE): \_\_\_\_\_

NOTE: If you have more damaged items than this form allows, photostatic copies of this form are permitted.

EXHIBIT "A"



12/16/2014 12:07 12105642699

ASG SECURITY

PAGE 01/01

12/16/2014 11:22

ID: S.STRATTON

**Customer Activity Report**

All Activity

JR Mahal Grocery

Customer ID: 43439476

Branch ID: 1400

07/09/2014 00:00:00 Thru 07/14/2014 23:59:59

[Customer's Local Time Zone]

43439476 JR Mahal Grocery  
(210) 212-93971015 North Sabinas  
San Antonio TX 78207

Date	Day	Time	Log Description
07/10/2014	Thu	11:51:59	Temp On Test - Expired ID: 750471 - 00:06, 8 Jul to 11:51, 10 Jul - Selected: Reason: 'John'
07/11/2014	Fri	07:05:23	Comment - Pd Vicky called in with responder request saying their was a breaking in. The front door to the premise was open
		07:08:34	Comment - Burtus ntfd of PD Responder Request says 20mins black Toyota
		07:10:31	Comment - Pd Daniel ntfd of repoder info
		09:43:35	Temp On Test - Entered ID: 753458 - 09:43 to 12:43, 11 Jul - Whole Customer Reason: 'On-test from BoldNet Mobile'
		09:43:35	Temp On Test - Started ID: 753458 - 09:43 to 12:43, 11 Jul - Whole Customer Reason: 'On-test from BoldNet Mobile'
		10:00:19	Sensor Tamper 'FRONT MOTION'
		10:02:28	Tamper Restoral 'FRONT MOTION'
		10:06:54	Sensor Tamper 'FRONT DOOR'
		10:08:18	Tamper Restoral 'FRONT DOOR'
		10:15:49	Temp On Test - Deleted ID: 753458 - 09:43 to 12:43, 11 Jul - Whole Customer Reason: 'On-test from BoldNet Mobile'
		10:15:49	Temp On Test - Stopped ID: 753458 - 09:43 to 12:43, 11 Jul - Whole Customer Reason: 'On-test from BoldNet Mobile'
07/12/2014	Sat	00:13:03	Close By User [User No. 7] (System: 1 Area: 1)
		09:39:49	Open by User [User No. 6] (System: 1 Area: 1)
07/13/2014	Sun	00:12:54	Close By User [User No. 7] (System: 1 Area: 1)
		09:18:30	Open by User [User No. 6] (System: 1 Area: 1)
		23:10:37	Close By User [User No. 7] (System: 1 Area: 1)
07/14/2014	Mon	09:09:38	Open by User [User No. 6] (System: 1 Area: 1)
		11:58:37	Sensor Tamper 'FRONT DOOR' (Alarm)
		12:03:25	Attention - Ask for Central station passcode when calling premise
		12:03:28	Contact Customer - JR Mahal Grocery at Site [(210) 212-9397] - Result: Contacted
		12:04:27	Contact Password Verified (password)
		12:04:30	Response - - Viewed [04:35] View to Action [16 Secs] Actioned [04:31]
		12:04:40	Customer Cancel
			Comment - John gv call po for fa
			Close - Res: FA
			Resolution: FA - False Alarm
		11:59:12	Tamper Restoral 'FRONT DOOR'
		23:12:51	Close By User [User No. 7] (System: 1 Area: 1)

03/27/2015 13:54

ID: 4684

**Customer Activity Report**

All Activity  
 JR Mahal Grocery  
 Customer ID: 43439476  
 07/10/2014 00:00:00 Thru 07/11/2014 23:59:59  
 [Customer's Local Time Zone]

**43439476 JR Mahal Grocery**  
**(210) 212-9397**

**1015 North Sabinas**  
**San Antonio TX 78207**

<u>Date</u>	<u>Day</u>	<u>Time</u>	<u>Log Description</u>
07/10/2014	Thu	11:51:59	Temp On Test - Expired ID: 750471 - 00:06, 8 Jul to 11:51, 10 Jul - Selected: Reason: 'john'
07/11/2014	Fri	07:05:23	Comment - Pd Vicky called in with responder request saying their was a breaking in. The front door to the premise was open
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		07:10:31	Comment - Pd Daniel ntfd of reponder info
		09:43:35	Temp On Test - Entered ID: 753458 - 09:43 to 12:43, 11 Jul - Whole Customer Reason: 'On-test from BoldNet Mobile'
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		10:15:49	Temp On Test - Deleted ID: 753458 - 09:43 to 12:43, 11 Jul - Whole Customer Reason: 'On-test from BoldNet Mobile'
		10:15:49	Temp On Test - Stopped ID: 753458 - 09:43 to 12:43, 11 Jul - Whole Customer Reason: 'On-test from BoldNet Mobile'



GLI DISTRIBUTING  
803 SOUTH MEDINA ST.  
P. O. BOX 830728  
SAN ANTONIO TX 78283-0000  
210.226.4376

INVOICE NO. 82297

INVOICE DATE 7/31/14

11010 70317-1 P001  
J&R MAHAL GROCERY  
1015 N SABINAS  
SAN ANTONIO TTX/78207-0000

ROUTE # 600

SEG# 070

BLSM# 060

7/30/14 18:41:07 CUMD

UPC CODE	DESCRIPTION	PROD	QTY	PRICE	DISC	NET PRICE	EXTENDED AMOUNT
0-52300-00024-20000	OLD MIL 4/6/16 CN	1216	3	19.25	3.45	15.80	47.40
0-52300-00143-00000	SHZ HGH GRV 12/24CN	1650	2	13.44	1.84	11.60	23.20
0-73360-18754-40000	LN STAR 4/6/16 CN	2016	1	20.40	2.05	18.35	18.35
0-73360-19754-30000	LN STAR LT 4/6/16 CN	2116	3	20.40	2.05	18.35	55.05
0-34100-00217-60000	MICKEY 12/24 CN	2868	4	13.44	1.84	11.60	46.40
0-34100-00622-80000	GL ENO 12/40 NR	3840	1	20.60	.00	20.60	20.60
0-72311-23012-40000	DOS EQ LG 2/12/12NR	5010	3	28.75	2.40	26.35	79.05
0-72311-17015-40000	DOS EQ LG 12/24 NR	5033	1	25.90	.00	25.90	25.90
0-89826-90033-60000	TECATE 2/12/12CN	6009	1	20.10	.95	19.15	19.15
0-89826-90020-60000	TECATE LT 2/12/12CN	6109	2	20.10	.95	19.15	38.30
**** CASH ****			21				373.40

IC# 11/15/15 B0790216

GALLONAGE:

BEER: 35.75 MALT: 17.25 WINE:

I received the above product and am authorized by TABC to carry  
these items. \_\_\_\_\_

Reason for Non-Delivery:

Payment:

Refused Order \_\_\_\_\_

Cash \_\_\_\_\_

Could Not Pay \_\_\_\_\_

M. O. # \_\_\_\_\_

Not Open \_\_\_\_\_

T. C. # \_\_\_\_\_

Other \_\_\_\_\_

Check# \_\_\_\_\_

Rekey \_\_\_\_\_ Void \_\_\_\_\_

Other \_\_\_\_\_

EXHIBIT "D"

GLI DISTRIBUTING  
803 SOUTH MEDINA ST  
P. O. BOX 830728  
SAN ANTONIO TX 78283-0000  
210.226.4374

INVOICE NO 74450

INVOICE DATE 7/17/14

11010 70317-1 P001  
J&R MAHAL GROCERY  
1015 N SABINAS  
SAN ANTONIO TTX/78207-0000

ROUTE # 600

SEQ# 070

SLSM# 060

7/16/14 18:47:29 CJMO

UPC CODE	DESCRIPTION	PROD	QTY	PRICE	DISC	NET PRICE	EXTENDED AMOUNT
-52300-00416-50000	OLD MIL 12/24 CN	1224	5	14.44	2.84	11.60	58.00
-52300-00026-60000	OLD MIL 12/24 NR	1232	2	20.20	2.43	17.75	35.50
-52300-00143-00000	SHZ HGT GRV 12/24CN	1650	2	13.44	.00	13.44	26.88
-73360-18111-50000	LN STAR 12/24 CN	2010	1	15.00	1.56	13.44	13.44
-73360-18734-40000	LN STAR 4/6/16 CN	2016	1	20.40	2.05	18.35	18.35
-73360-19702-40000	LN STAR LT 12/24 CN	2110	2	15.00	1.56	13.44	26.88
-73360-19734-30000	LN STAR LT 4/6/16 CN	2116	2	20.40	2.05	18.35	36.70
-34100-00217-60000	MICKEY 12/24 CN	2868	5	13.44	1.84	11.60	58.00
-88573-33200-10000	SH BK 12/24 NR	4266	1	20.55	.00	20.55	20.55
-72311-17015-40000	DOS EQ LG 12/24 NR	5033	2	25.90	.00	25.90	51.80
-72311-32124-20000	DOS EQ LG 12/24 CN	5049	2	25.90	.00	25.90	51.80
-89826-00004-30000	CAR BLANCA 12/32 NR	6005	1	22.50	2.45	20.05	20.05
-89826-90020-60000	TECATE LT 2/12/12CN	6109	3	20.10	.95	19.15	57.45
-87692-00196-60000	TWIS LMNADE 12/24 CN	7468	1	20.15	1.95	18.20	18.20
-87692-83231-70000	TWIS TEA 12/24 CN	7471	1	20.15	1.95	18.20	18.20
-87692-75231-80000	TWIS HALF&HALF 12/24	7474	1	20.15	1.95	18.20	18.20
-72311-13232-90000	SOL 12/32 NR	8410	1	22.50	2.45	20.05	20.05

\*\*\*\* CASH \*\*\*\*

550.05

IC# 11/15/13 BG790216

GALLONAGE:

BEER 63.75 MAET 15.75 WINE:

35.50

514.55

I received the above product and am authorized by TABC to carry these items.

Essa

Reason for Non-Delivery

Payment

Refused Order

Cash

Could Not Pay

M. O. #

Not Open

T. C. #

Other

Check#

Rekey

Void

Other

EXHIBIT "D"

OLI DISTRIBUTING  
 903 SOUTH MEDINA ST.  
 P.O. BOX 530725  
 SAN ANTONIO TX 78253-0000  
 210.226.4376

INVOICE NO. 75353

INVOICE DATE 7/23/14

11010 70317-1 P001  
 J&R MAHAL GROCERY  
 1015 N SABINAS  
 SAN ANTONIO TTX/78207-0000

ROUTE # 600

SEQ# 070

SLSM# 060

7/23/14 17:16:01 CUMD

UPO CODE	DESCRIPTION	PROD	QTY	PRICE	DISC	NET PRICE	EXTENDED AMOUNT
-32300-00415-30000	OLD MIL 12/24 CN	1224	3	14.44	2.84	11.60	58.00
-73360-19702-40000	LN STAR LT 12/24 CN	2110	1	13.00	1.56	13.44	13.44
-73360-19754-30000	LN STAR LT 4/6/16 CN	2116	2	20.40	2.03	18.35	36.70
-34100-00217-60000	MICKEY 12/24 CN	2866	3	13.44	1.84	11.60	69.60
-34100-00522-80000	OL ENG 12/40 NR	3540	1	20.60	.00	20.60	20.60
-72311-23012-40000	DOS EG LG 2/12/12NR	5010	3	28.75	2.40	26.35	79.05
-89826-90033-60000	TECATE 2/12/12CN	6009	1	20.10	.95	19.15	19.15
-89826-90020-60000	TECATE LT 2/12/12CN	6109	2	20.10	.95	19.15	38.30
**** CASH ****			21				334.84

IC# 11/15/15 BQ790216

GALLONAGE:

BEER: 33.00 MALT: 17.23 WINE:

I received the above product and am authorized by TABC to carry  
 these items.

Reason for Non-Delivery:

Payment:

Refused Order \_\_\_\_\_

Cash \_\_\_\_\_

Could Not Pay \_\_\_\_\_

M.O. # \_\_\_\_\_

Not Open \_\_\_\_\_

T.C. # \_\_\_\_\_

Other \_\_\_\_\_

Check# \_\_\_\_\_

Rekey \_\_\_\_\_ Void \_\_\_\_\_

Other \_\_\_\_\_

EXHIBIT "D"

GLI DISTRIBUTING  
803 SOUTH MEDINA ST.  
P.O. BOX 830728  
SAN ANTONIO TX 78283-0000  
210.226.4374

INVOICE NO. 70548

INVOICE DATE 7/10/14

11010 70317-1  
JMR MAHAL GROCERY  
1015 N SABINAS  
SAN ANTONIO TX 78207-0000

ROUTE # 600

SEQ# 070

SLSM# 060

7/09/14 18:46:34 CUMD

UPC CODE	DESCRIPTION	PROD	QTY	PRICE	DISC	NET PRICE	EXTENDED AMOUNT
0-52300-00024-20000	OLD MIL 4/6/16 CN	1216	1	17.25	3.45	15.80	15.80
0-52300-00143-00000	SH2 HCH CRV 12/24CN	1650	1	13.44	.00	13.44	13.44
0-73360-19702-40000	LN STAR LT 12/24 CN	2110	1	13.00	1.56	13.44	13.44
0-73360-19754-30000	LN STAR LT 4/6/16 CN	2116	1	20.40	2.05	18.35	18.35
0-24100-00622-80000	OL ENG 12/40 NR	3840	1	20.60	.00	20.60	20.60
0-72311-23012-40000	DOS EG LG 2/12/12NR	5010	3	28.75	2.40	26.35	79.05
0-89626-90020-60000	TECAFE LT 2/12/12CN	6109	3	20.10	.95	19.15	57.45

\*\*\*\* CASH \*\*\*\*

11/16

218.13

IC# 11/15/15 80790216

GALLONAGE:

BEER: 21.75 MALT: 6.00 WINE:

-13.44

204.69

70.89

I received the above product and am authorized by TABC to carry  
these items.

133.80

Reason for Non-Delivery:

Payment:

Refused Order

Cash

Could Not Pay

M. D. #

Not Open

T. C. #

Other

Check#

Rekey Void

Other

EXHIBIT "D"

NOVELTY WHOLESALE  
2639 MOSSROCK STE. 110  
SAN ANTONIO, TEXAS 78230  
210-340-1162

Invoice No: 5573  
Date: 04/16/14

Page: 1

Sold To: PETER GO  
JR GROCERY  
1017 SABINA RD  
SAN ANTONIO, TX

Customer No: 297  
Phone No: 2105485262

Cust Balance: 0.00

Ship To:  
SAN ANTONIO, TX

Cust. Order #: 5573

Salesperson: #1 -

Product Code	Item Description	Qty	Unit Price	Amount
924	SILICA CONTACT LENS	120	10.00	1200.00
1887	EHOOKAH CE4 650mah	10	10.00	100.00
1873	EHOOKAH CE5 1100 MAH	10	12.00	120.00
1942	EHOOKAH: EVOD/ VAPE SHOCK	10	13.00	130.00
728028208702	EHOOKAH GALAXY VAPES ALTERNATI	10	18.00	180.00
1901	EHOOKAH DRY HERB	10	20.00	200.00
351	W/P 10" CHAMELION CHARATER	2	80.00	160.00
361	W/P ROOR CLEAR	2	65.00	130.00
463	W/P 12" ZIGZAG CLEAR	4	35.00	140.00
315	W/P 14" CLEAR W/ WHITE LEAF	3	50.00	150.00
894	W/P 8" SOFT COLORS HEAVY G/G	4	15.00	60.00
691	W/P 14" CLEAR 1PERC	6	45.00	270.00
319	W/P 6" REG CLEAR W.WIDE B	6	14.00	84.00
462	W/P12"CLEAR PATCHES	6	30.00	180.00
494	W/P8"SOFT BLUE/GREEN	6	12.00	72.00
599	PIPE 3"BLACK AND WHITH	24	6.00	144.00
1749	PIPE 4" SURLUCK DESIGN	36	8.00	288.00
606	PIPE 4"LIQUID	10	10.00	100.00
613	PIPE BLUE CLEAR MINI GANDOLPH	10	10.00	100.00
685	PIPE BLUE TIP 4" IN/OUT	8	12.00	96.00

(Continued on Next Page ...)

EXHIBIT "D"

NOVELTY WHOLESALE  
2639 MOSSROCK STE. 110  
SAN ANTONIO, TEXAS 78230  
210-340-1162

Invoice No: 5573  
Date: 04/16/14

Page: 2

Sold To: PETER GO  
JR GROCERY  
1017 SABINA RD  
SAN ANTONIO, TX

Customer No: 297  
Phone No: 2105485262

Cust Balance: 0.00

Ship To:  
SAN ANTONIO, TX

Cust. Order #: 5573

Salesperson: #1 -

Product Code	Item Description	Qty	Unit Price	Amount
611	PIPE4"BLUE BOWL-CHAM I/O	12	9.00	108.00
609	PIPE4"MUSHROOM PIPE	6	10.00	60.00
728	PIPES 4" COLORED STRIPP	36	4.00	144.00
1431	PIPES: 2.5" FANCY	60	3.50	210.00
712	PIPES: 2.5" OUTSIDE	96	2.50	240.00
1457	PIPES: 3 PCS BUBBLER HAND PIPE	6	15.00	90.00
1144	BUBBLER 2 CHAMBER COLOR	5	18.00	90.00
618	BUBBLER CHAM W/HANDLE	5	10.00	50.00
682	BUBBLER: BLACK N WHITE	3	20.00	60.00
1280	BUBBLER: 1 TREE PERC PITCHER	4	25.00	100.00
578	1 HITTER GOLD FUMED LONG	24	4.00	96.00
861	1 HITTER: MED I/O COLOR SPIRAL	12	5.00	60.00
1273	BOWL WITH DOWNSTEM	12	9.00	108.00
1667	A/C: 11 COLORED ARM PERC	3	25.00	75.00
716	A/C: CLEAR 5 TREES PERC OILER	3	40.00	120.00
1906	1 HITTER: MINI INSIDE OUT	100	2.00	200.00
621	ANIMAL PIPE ELEPHANTS	10	10.00	100.00
975	DOWNTEM TREE/ SHOWER	12	8.00	96.00
1698	SLIDER: WINNIE CUP	50	2.00	100.00
728028208733	E CIG GALAXY VAPE VOLT CHANGER	25	15.00	375.00

(Continued on Next Page ...)

EXHIBIT "D"

NOVELTY WHOLESALE  
 2639 MOSSROCK STE. 110  
 SAN ANTONIO, TEXAS 78230  
 210-340-1162

Invoice No: 5513  
 Date: 04/16/14

Page: 3

Sold To: PETER GO  
 JR GROCERY  
 1017 SABINA RD  
 SAN ANTONIO, TX

Customer No: 297  
 Phone No: 2105485262

Cust Balance: 0.00

Ship To:  
 SAN ANTONIO, TX

Cust. Order #: 5573

Salesperson: #1 -

Product Code	Item Description	Qty	Unit Price	Amount
1753	E-CIG VAPOR ZONE 2 PACK ZIPPER	12	35.00	420.00
839	TSHIRTS: STYLEWEAR/ COTTON NET	7	39.00	273.00
793	CAPS: 210/ SATOWN/ TX/ YOLO	37	7.00	259.00

Sub-Total: 7338.00

Shipping: 0.00

Tax [ 0 ]: EXEMPT \*

Total: 7338.00

Paid Cash: 7338.00

Thank you for your order!  
 No returns or exchanges  
 without receipt.  
 This Quote is VALID for  
 14 DAYS from the Date above.

Amount Paid: 7338.00

Amount Due: 0.00

Change: 0.00

EXHIBIT "D"



# ***FAST WELDING & QUALITY STEEL***

342 JEAN ST

SAN ANTONIO TX 78207

FAX 210-271-9189 CELL 210-707-5352

E.MAIL [fastweldingandqs@yahoo.com](mailto:fastweldingandqs@yahoo.com)

Fast welding . com

7-17-14

## **invoice.**

CUSTOMERS NAME: J & R MAHAL GROCERY

ADDRESS: 1015 N. SABINAS

CITY SAN ANTONIO TX

WORK AT. SAME SAME

### **DESCRIPTION OF WORK**

#### **4 STEEL BENCH FRAMES**

☐ Hand Rail

☐ Fence

☐ Gates

☐ Balcony Rail

☐ Stair Railing

☐ Wood Fence

☐ Powder Coat

☐ Regular Painting

☐ Curved Stair Rail

---

1 SLIDING FRONT DOOR 7 FT HIGH X 6 FT LONG BOLTD ON WALL

EXPANDED METAL SCREEN ATTACH ON PAINTED BLACK

MATERIALS & LABOR INSTALLED

TOTAL \_\_\_\_\_ \$ 2,500.00

EXHIBIT "D"

## ***FAST WELDING & QUALITY STEEL***

342 JEAN ST

SAN ANTONIO TX 78207

FAX 210-271-9189 CELL 210-707-5352

E.MAIL [fastweldingandqs@yahoo.com](mailto:fastweldingandqs@yahoo.com)

Fast welding . com

7-26-14

**BID.**

CUSTOMERS NAME: J.&.R Mahal Grocery

ADDRESS: 1015 N Sabinas

CITY SAN ANTONIO TX 78207

WORK AT. same

### **DESCRIPTION OF WORK**

1 front entry double door aluminum & plastic glass

☐ Hand Rail

☐ Fence

☐ Gates

☐ Balcony Rail

☐ Stair Railing

☐ Wood Fence

☐ Powder Coat

☐ Regular Painting

☐ Curved Stair Rail

1 double door 5 ft wide x 82 in high standard height all aluminum  
& plastic glass 1/4 thick silver color

Door cost & install —————\$ 3,506,75

**EXHIBIT "D"**



On Your Side®

Nationwide Insurance  
Allied Insurance  
Nationwide Agribusiness  
Titan Insurance  
Victoria Insurance

Hannah Enterprise Inc - DbA J&R Mahal Grocery  
Page 1 of 2

Hannah Enterprise Inc - DbA J&R Mahal Grocery  
1015 N Sabinas St  
San Antonio, TX 78207

Date prepared July 17, 2014  
Claim number 78 42 PE 105745 07112014 51

Questions? Contact Claims Associate  
Lindi Greve  
grevel@nationwide.com  
Phone (515)508-5283

**Additional Information  
is needed to resolve  
your claim**

Dear Mr. Shalakhti,

We recently received your commercial claim involving theft on 7/11/2014. To help us resolve your claim as quickly as possible, please follow the steps outlined below. If repairs need to be made, please make temporary repairs now to protect your property.

**Claim details**

Insurer: Nationwide Mutual Fire Insurance Company  
Policyholder: Hannah Enterprise Inc - DbA J&R Mahal Grocery  
Claimant: N/A  
Claim number: 78 42 PE 105745 07112014 51  
Loss date: 07-11-2014

**What you need to do**

Please complete and return the following enclosed forms to me by mail at One Nationwide Gateway Dept. 5574 Des Moines, IA 50391-5574 by September 17, 2014:

- **Sworn Statement in Proof of Loss** – This is your legal claim stating all information you've provided to us about your loss is, to your knowledge, accurate; please sign it in the presence of a Notary Public
- **Authorization form** – To conduct our evaluation, we may need to review various kinds of information; this form allows us to contact banks, credit bureaus, utility companies and other institutions to request information about you; this authorization can only be used to evaluate this claim
- **Contents Loss Inventory form** – This document identifies specific items for which you're making your claim; along with this form, please attach proof of purchase or ownership for each item (original receipts, canceled checks, charge slips, warranty paperwork, owner's manuals, appraisals or photographs, etc.)

**EXHIBIT "D"**

**SWORN STATEMENT IN PROOF OF LOSS**

Amount of Policy at time of loss: \$72,100 (contents) \$10,000 (Money) Policy Number: ACP BPRF5563342985

Inception Date: 4/3/14

Expiration Date: 4/3/15

Claim Number: 78 42 PE 105745 07112014 51

Agent: PAT PANTUSA

To the: Nationwide Mutual Fire Insurance Company

At time of loss, by the above indicated policy of insurance you insured Hannah Enterprise Inc - Dba J&R Mahal Grocery against loss by theft, to the property described under Schedule "A", according to the terms and conditions of the said policy and all forms, endorsements, transfers, and assignments attached thereto.

1. **Time and Origin:** A BREAKIN loss occurred about 3 AM on 7-11-14.  
The cause and origin of said loss were: APPROXIMATELY  
(time) (date)
2. **Occupancy:** The building described, or containing the property described, was occupied at the time of loss as follows, and for no other purpose whatever:  
CONSUMPTION STORE
3. **Title and Interest:** At the time of the loss the interest of your insured in the property described therein was tenant. No other person or persons had any interest therein or incumbrances except:
4. **Changes:** Since the said policy was issued there has been no assignment thereof, or changes of interest, use, occupancy, possession, or exposure of the property described, except:  
NONE
5. **Total Insurance:** The total amount of insurance upon the property described by this policy was, at the time of loss, \$ 72,100, as more particularly specified in the apportionment attached under Schedule "C", besides which there was no policy or other contract of insurance, written or oral, valid or invalid.
6. **Actual Cash Value** of said property at the time of loss, \$ 72,000
7. **The Whole Loss and Damage** was \$ 8819 Cash other 16/8680
8. **Less Amount of Deductible or Coinsurance Penalty** \$ 2500
9. **The Amount Claimed** under the above numbered policy is \$ 22,505.80

The said loss did not originate by any act, design, or procurement on the part of your insured or its affiliates. Any other information that may be required will be furnished and considered a part of this proof.

In consideration of any payment made pursuant to this proof the undersigned hereby assigns and transfers to the Company named above and agrees that said Company is subrogated to each and all claims and demands against any persons, firms or corporations arising from or connected with such loss or damages to the extent of such payments. The undersigned agrees that he will assist the Company on the prosecution of such claims and will execute any and all papers necessary in effecting recovery.

The furnishing of this blank of the preparation of the above by a representative of the above insurance company is not a waiver of any rights.

SIGNATURE OF INSURED

SIGNATURE OF INSURED

On this 2nd day of August, 20 14, Before me personally appeared Hanna A. Shalakhti to me known to be the person described herein, and who executed the foregoing instrument and N/A acknowledged that Hanna A. Shalakhti voluntarily executed the same.

My term expires 11/28, 20 15 Malcolm E. Thomas Jr  
NOTARY PUBLIC

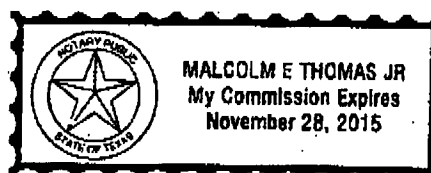


EXHIBIT "D"



**CONTENTS LOSS INVENTORY**

#	No. of Items	Item Description: Model No., Serial No., Brand, etc.	PLACE OF PURCHASE & PURCHASE DATE (mo/yr)	ORIGINAL COST	REPLACEMENT COST	REPAIR COST
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						

CLAIM NUMBER: 78 42 PE 105745 07112014 51

INSURED'S SIGNATURE: \_\_\_\_\_ Page No. \_\_\_\_\_ of \_\_\_\_\_

INSURED'S SIGNATURE (SPOUSE): \_\_\_\_\_

**NOTE:** If you have more damaged items than this form allows, photostatic copies of this form are permitted.

## AUTHORIZATION

I/We, Hannah Enterprise Inc - Dba J&R Mahal Grocery, residing at 1015 N Sabinas St San Antonio, TX 78207 and doing business at hereby authorize banks, savings institutions, credit agencies, insurers, credit bureaus, electric companies, telephone companies, gas companies, mortgage companies, or any other creditors to whom a signed or photocopy of this authorization is delivered, to release to Nationwide Mutual Fire Insurance Company, any and all information regarding my/our banking transactions, mortgages, credit accounts, insurance policies, and claims history related to same, utilities service status and payment history, and other financial transactions.

I/We hereby release said banks, savings institutions, credit bureaus, insurers, utilities and other creditors from any and all responsibility and liability for having disclosed said information. A copy of this release will serve as an original.

7-24-14 11:15 AM  
DATE AND TIME

Hanna sholakhti  
INSURED

INSURED

421 59 1342  
SOCIAL SECURITY NUMBER

SOCIAL SECURITY NUMBER

6-26-76  
DATE OF BIRTH

DATE OF BIRTH

15855 Marisa pl  
STREET ADDRESS

STREET ADDRESS

San Antonio TX 78247  
CITY STATE ZIP

CITY STATE ZIP

210 998 9288  
AREA CODE - HOME PHONE NUMBER

AREA CODE - HOME PHONE NUMBER

210 212 9397  
AREA CODE - WORK PHONE NUMBER

AREA CODE - WORK PHONE NUMBER

[Signature]  
SIGNATURE

SIGNATURE

WELCOME TO BEST BUY #201  
 SAN ANTONIO, TX 78216  
 (888)229-3770

Keep your receipt!



Val #: 0000 694219-707408-788551-014940-204

0201 064 8122 02/23/14 13:01 01033301

**Duplicate Receipt**

\*\*\*\*\*

2032016 C55-A5310 330.99  
 C55-A5310-15.6"/13.3120M/6GB/  
 20.00 CLEARANCE  
 49.00 OPEN ITEM DISCOUNT  
 ITEM TAX 27.31  
 LP#: 200001794948199  
 1689012 KAS018800F0 0.00  
 KASPERSKY TS BOX 2014  
 2.99 DISCOUNT  
 5871467 KASPERSKY 1 0.00  
 KASPERSKY TS 3 USER 6 MONTH  
 27.00 DISCOUNT  
 5426693 MY-BEST-BUY 0.00 N  
 MY BEST BUY  
 MEMBER ID 1026182718

SUBTOTAL 330.99  
 SALES TAX AMOUNT 27.31  
 =====  
 TOTAL 358.30

Associate # 1033301

XXXXXXXXXXXX8052 BBV CARD 358.30  
 HANNA SHALAKHTI A  
 APPROVAL 02/23/14  
 6-Month Financing (No Rewards)

6-Month Financing  
 No interest if paid in full within  
 6 months. If the deferred interest balance  
 is not paid in full by the end of the  
 promotional period, interest will be  
 charged from the purchase date at rates  
 otherwise applicable under your  
 Card Agreement. Min. payments required.  
 See Card Agreement for details.

OTHER SAVINGS 98.99  
 TOTAL SAVINGS 98.99

**EXHIBIT "D"**

HANNA A.



**Nationwide®**  
*On Your Side™*

NATIONWIDE MUTUAL FIRE INS CO  
 ONE NATIONWIDE PLAZA  
 COLUMBUS, OH 43215-2220

42 86761  
 RENEWAL

## PREMIER BUSINESSOWNERS POLICY

### PREMIER RETAIL COMMON DECLARATIONS

Policy Number: ACP BPRF 5563342985

Named Insured: HANNAH ENTERPRISE INC - DBA  
 J&R MAHAL GROCERY

Mailing Address: 1015 N SABINAS ST  
 SAN ANTONIO, TX 78207-1613

Agency: PAT PANTUSA

Address: SAN ANTONIO TX 78247-1943

Agency Phone Number: (210)599-4555

Policy Period: Effective From 04-03-14 To 04-03-15  
 12:01 AM Standard Time at your principal place of business.

Form of your business entity: CORPORATION

Description of your business: CONVENIENCE STORE

IN RETURN FOR THE PAYMENT OF THE PREMIUM AND SUBJECT TO ALL THE TERMS OF THIS POLICY,  
 WE AGREE TO PROVIDE THE INSURANCE STATED IN THIS POLICY.

CONTINUATION PROVISION: If we offer to continue your coverage and you or your representative do not accept, this policy will automatically terminate on the expiration date of the current policy period stated above. Failure to pay the required premium when due shall mean that you have not accepted our offer to continue your coverage. This policy will terminate sooner if any portion of the current policy period premium is not paid when due.

RENEWAL POLICY NOTICE: In an effort to keep insurance premiums as low as possible, we have streamlined your renewal policy by not including printed copies of policy forms or endorsements that have not changed from your expiring policies, unless they include variable information that is unique to you. Refer to your prior policies for printed copies of these forms. If you have a need for any form, they are available by request from your agent.

TOTAL POLICY PREMIUM \$ 2,088.00

Previous Policy Number	STATUS	I	
ACP BPRF 5553342985	ENTRY DATE	02-07-14	Countersignature _____ Date _____

These Common Policy Declarations, together with the Common Policy Conditions, Coverage Form Declarations, Coverage Forms and any endorsements issued to form a part thereof, complete the Policy numbered above.

PB 81 00 (01-01)

DIRECT BILL LD5S

MLF

AGENT COPY

UID 50

Page 1 of 2  
**EXHIBIT "E"**  
 55 06624

## PREMIER BUSINESSOWNERS POLICY

PREMIER RETAIL

### SCHEDULE OF NAMED INSUREDS

Policy Number: ACP BPRF 5563342985

From 04-03-14

Policy Period:  
To 04-03-15

Named Insured:

HANNAH ENTERPRISE INC - DBA  
J&R MAHAL GROCERY

## **NATIONWIDE MUTUAL FIRE INSURANCE COMPANY MUTUAL COMPANY CONDITIONS ENDORSEMENT**

### **POLICYHOLDER MEMBERSHIP IN THE COMPANY**

(Applicable Only to Policies Issued by Nationwide Mutual Fire Insurance Company in States Other than the State of Texas)

Because this policy is issued by Nationwide Mutual Fire Insurance Company (the "Company"), the first named insured listed on the declarations page ("named insured") is a member of the Company issuing the policy while this or any other policy issued by the Company is in force. While a member, the named insured is entitled to one vote only – regardless of the number of policies issued to the named insured – either in person or by proxy at meetings of members of the Company.

The annual meeting of members of the Company will be held each year at the Home Office of the Company in Columbus, Ohio, at 9:30 a.m. on the first Thursday of April. If the Board of Directors of Nationwide Mutual Fire Insurance Company should elect to change the time or place of that meeting, the Company will mail notice of the change to the member's last known address. The Company will mail this notice at least 10 days in advance of the meeting date.

This policy is non-assessable, meaning that the named insured is not subject to any assessment beyond the premiums required for each policy term.

### **POLICYHOLDER DIVIDEND PROVISIONS**

The named insured is entitled to any Dividends which are declared by the Board of Directors of the Company in accordance with law and which are applicable to coverages provided in this policy.

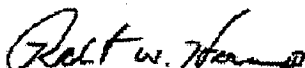
### **POLICYHOLDER MEMBERSHIP IN THE COMPANY IN TEXAS**

(Applicable Only to Policies Issued by Nationwide Mutual Fire Insurance Company in the State of Texas)

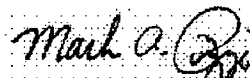
**1. MUTUALS – MEMBERSHIP AND VOTING NOTICE.** The named insured is notified that, by virtue of this policy, the named insured is a member of the Nationwide Mutual Fire Insurance Company of Columbus, Ohio, (the "Company") and is entitled, as is lawfully provided in the charter, constitution, and by-laws to vote either in person or by proxy in any or all meetings of said Company. Each member is entitled to only one vote regardless of the number of policies owned. The annual meetings of the members of the Company are held in the Home Office, at Columbus, Ohio, on the first Thursday of April, in each year, at 9:30 o'clock a.m.

**2. MUTUALS – PARTICIPATION CLAUSE WITHOUT CONTINGENT LIABILITY.** No Contingent Liability: This policy is non-assessable. The named insured is a member of the Company and shall participate, to the extent and upon the conditions fixed and determined by the Board of Directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

IN WITNESS WHEREOF: Nationwide Mutual Fire Insurance Company has caused this policy to be signed by its President and Secretary, and countersigned by a duly authorized representative of the



Secretary



President

Nationwide Mutual Fire Insurance Company

**PREMIER BUSINESSOWNERS POLICY****PREMIER RETAIL  
PROPERTY DECLARATIONS**Policy Number: **ACP BPRF5563342985**Policy Period:  
From **04-03-14** To **04-03-15**

Description of Premises Number: **001** Building Number: **001** Construction: **JOISTED MASONRY**  
 Premises Address **1015 N SABINAS ST** **SAN ANTONIO TX 78207-1613**  
 Occupancy **T** Classification: **CONVENIENCE STORES - SALES OF BEER & WINE LESS THAN 25% OF**  
**GROSS SALES - NO GAS PUMPS - NO COOKING**  
 Described as: **CONVENIENCE STORE**

---

 WE PROVIDE INSURANCE ONLY FOR THOSE COVERAGES INDICATED BY A LIMIT OR BY "INCLUDED".
 

---

 The Property Coverage provided at this premises is subject to a **\$ 2,500** Deductible, unless otherwise stated.
 

---

**COVERAGES****LIMITS OF INSURANCE**

Building -	NOT PROVIDED
Business Personal Property - Replacement cost	<b>\$72,100</b>
<b>ADDITIONAL COVERAGES - the Coverage Form Includes other Additional Coverages not shown.</b>	
Business Income-ALS- 12 Months- NO Hour Waiting Period-60 Day Ordinary Payroll Limit	<b>INCLUDED</b>
Extra Expense - Actual Loss Sustained (ALS) - 12 Months - NO Hour Waiting Period	<b>INCLUDED</b>
Equipment Breakdown	<b>INCLUDED</b>
Automatic Increase in Insurance - Building	<b>2%</b>
Automatic Increase in Insurance - Business Personal Property	<b>2.9%</b>
Back Up of Sewer and Drain Water (limit shown per Building, subject to \$25,000 policy aggregate)	<b>\$5,000</b>

**OPTIONAL INCREASED LIMITS****Included Limit****Additional Limit**

Account Receivable	<b>\$25,000</b>	<b>\$25,000</b>
Valuable Papers and Records (At the Described Premises)	<b>\$25,000</b>	<b>\$25,000</b>
Forgery and Alteration	<b>\$10,000</b>	<b>\$10,000</b>
Money and Securities - Inside the Premises	<b>\$10,000</b>	<b>\$10,000</b>
Outside the Premises (Limited)	<b>\$10,000</b>	<b>\$10,000</b>
Outdoor Signs	<b>\$2,500</b>	<b>\$2,500</b>
Outdoor Trees, Shrubs, Plants and Lawns	<b>\$10,000</b>	<b>\$10,000</b>
Business Personal Property Away From Premises	<b>\$15,000</b>	<b>\$15,000</b>
Business Personal Property Away From Premises - Transit	<b>\$15,000</b>	<b>\$15,000</b>
Electronic Data	<b>\$10,000</b>	<b>\$10,000</b>
Interruption of Computer Operations	<b>\$10,000</b>	<b>\$10,000</b>
Building Property of Others	<b>\$10,000</b>	<b>\$10,000</b>

**OPTIONAL COVERAGES - Other frequently purchased coverage options.**

Employee Dishonesty	<b>NOT PROVIDED</b>
Ordinance or Law - 1 - Loss to Undamaged Portion	<b>NOT PROVIDED</b>
2 - Demolition Cost and Broadened Increased Cost of Construction	<b>NOT PROVIDED</b>
Ordinance or Law Broadened	<b>NOT PROVIDED</b>

**PROTECTIVE SAFEGUARDS**

This premise has Protective Safeguards identified by symbols below. Insurance for Fire or Burglary and Robbery at this premise will be excluded if you do not notify us immediately if any of these safeguards are impaired. See PB 04 30 for a description of each symbol. APPLICABLE SYMBOLS: P-6;

**PREMIER BUSINESSOWNERS POLICY****PREMIER RETAIL****MORTGAGEE ASSIGNMENT INFORMATION**

Policy Period:

Policy Number: **ACP BPRF5563342985**From **04-03-14** To **04-03-15**Additional Interest:  
Interest:

Interest Number:

Loan Number:

Additional Interest:  
Interest:

Interest Number:

Loan Number:

Additional Interest:  
Interest:

Interest Number:

Loan Number:

Additional Interest:  
Interest:

Interest Number:

Loan Number:

Additional Interest:  
Interest:

Interest Number:

Loan Number:

Additional Interest:  
Interest:

Interest Number:

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Additional Interest:  
Interest:

Interest Number:

Loan Number:

Additional Interest:  
Interest:

Interest Number:

Loan Number:

Additional Interest:  
Interest:

Interest Number:

Loan Number:

Additional Interest:  
Interest:

Interest Number:

Loan Number:

**PREMIER BUSINESSOWNERS POLICY**

PREMIER RETAIL

**LIABILITY DECLARATIONS**Policy Number: **ACP BPRF 5563342985**Policy Period:  
From **04-03-14** To **04-03-15****LIMITS OF INSURANCE**

Each Occurrence Limit of Insurance	Per Occurrence	<b>\$1,000,000</b>
Medical Payments Coverage Sub Limit	Per Person	<b>\$1,000</b>
Tenants Property Damage Legal Liability Sub Limit	Per Covered Loss	<b>\$300,000</b>
Personal and Advertising Injury	Per Person Or Organization	<b>\$1,000,000</b>
Products – Completed Operations Aggregate	All Occurrences	<b>\$2,000,000</b>
General Aggregate (Other than Products – Completed Operations)	All Occurrences	<b>\$2,000,000</b>

**AUTOMATIC ADDITIONAL INSURED STATUS**

The following persons or organizations are automatically insureds when you and they have agreed in a written contract or agreement that such person or organization be added as an additional insured on your policy.

Co-Owners of Insured Premises  
 Controlling Interest  
 Grantor of Franchise or License  
 Lessors of Leased Equipment  
 Managers or Lessors of Leased Premises  
 Mortgagee, Assignee or Receiver  
 Owners or Other Interest from Whom Land has been Leased  
 State or Political Subdivisions - Permits Relating to Premises

**PROPERTY DAMAGE DEDUCTIBLE**

NONE

**OPTIONAL COVERAGES**

Liquor Liability	Included in Each Occurrence Limit of Insurance Subject to Products - Completed Operations Aggregate
------------------	---

**PREMIER BUSINESSOWNERS POLICY****PREMIER RETAIL****FORMS AND ENDORSEMENTS SUMMARY**

Policy Number: **ACP BPRF 5563342985** Policy Period: From **04-03-14** To **04-03-15**

FORM NUMBER	TITLE
LI0021	0101 NUCLEAR ENERGY LIABILITY EXCLUSION
PB0002	0411 PREMIER BUSINESSOWNERS PROPERTY COVERAGE
PB0006	0411 PREMIER BUSINESSOWNERS LIABILITY COVERAG
PB0009	0411 PREMIER BUSINESSOWNERS COMMON POLICY CON
PB0412	0101 LIMITATION OF COVERAGE TO DESIGNATED PREMISES
PB0430	0411 PROTECTIVE SAFEGUARDS
PB2998	0908 EXCLUSION - VIOLATION OF CONSUMER PROTEC
PB2999	0411 EXCLUSION - FUNGI OR BACTERIA
PB9042	1113 TEXAS AMENDATORY ENDORSEMENT
PB6303	0101 LIQUOR LIABILITY COVERAGE
PB0534	0108 CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM; EXCLUSION -
PB0564	0108 CONDITIONAL EXCLUSION OF TERRORISM - EXCLUSION OF WAR

**IMPORTANT NOTICES**

IN7158	0707	IMPORTANT NOTICE
IN7159	0706	TEXAS DISCLOSURE FORM
IN7590	1011	DATA BREACH RESOLUTION SERVICES
IN7592	1011	LIFESTAGES IDENTITY MANAGEMENT AND RESOLUTION SERVICES
IN7729	0613	TEXAS PERIOD TO FILE A CLAIM OR BRING LEGAL ACTION AGAINST U
IN7291	0114	POTENTIAL RESTRICTIONS OF TERRORISM COVERAGE

**PREMIER BUSINESSOWNERS POLICY****PREMIER RETAIL  
AGENT PREMIUM SUMMARY**Policy Number: **ACP BPRF 5563342985**Policy Period:  
From **04-03-14** To **04-03-15**

Loc /Bldg	Coverage	Limits	Premium
	<b>POLICY WIDE OPTIONAL COVERAGES</b>		
	<b>NONE</b>		
<b>01 01</b>	<b>PERSONAL PROPERTY</b>	<b>72,100</b>	<b>1,044</b>
	<b>EQUIPMENT BREAKDOWN</b>	<b>INCLUDED</b>	<b>88</b>
	<b>LIABILITY</b>	<b>1,000,000</b>	<b>397</b>
	<b>LIQUOR LIABILITY</b>	<b>INCLUDED</b>	<b>559</b>
	<b>BUILDING TOTAL PREMIUM</b>		<b>2,088</b>

If an \* is shown for a coverage, then the limit shown is the additional amount of insurance for that coverage - see the Declarations page for the total amount.

**PB 81 PS (01-01)**

DIRECT BILL LD5S

MLF

AGENT COPY

UID 50

**EXHIBIT "E"**  
55 06631



EFFECTIVE DATE: 12:01 AM Standard Time,  
(at your principal place of business)

**BUSINESSOWNERS**  
**PB AI 02 (01-01)**

## **ACKNOWLEDGEMENT OF ADDITIONAL INSURED STATUS MANAGERS OR LESSORS OF LEASED PREMISES**

**Person or Organization Designated as an Additional Insured:**

**YOUSEF I RAFATI**

**PO BOX 760157  
SAN ANTONIO TX 78245**

**Designated Premises (Part Leased to the Named Insured):**

**1015 N SABINAS ST  
SAN ANTONIO TX 782071613**

This form has been sent to you to acknowledge your status as an additional insured under our, meaning the issuing Company stated below, insurance policy issued to the Named Insured shown below.

Under our Premier Businessowners Liability Coverage Form, Section II. WHO IS AN INSURED provides as follows:

Any of the following persons or organizations are automatically insureds when you [i.e. the Named Insured stated below] and such person or organization have agreed in a written contract or agreement that such person or organization be added as an additional insured on your policy providing general liability coverage.

**Managers or Lessors of Leased Premises**

Any person or organization from whom you lease premises is an additional insured, but only with respect to their liability arising out of your use of that part of the premises leased to you, subject to the following additional exclusion:

This insurance, including any duty we have to defend "suits", does not apply to structural alterations, new construction or demolition operations performed by or for such person or organization.

HOWEVER, their status as additional insured under this policy ends when you cease to be a tenant of such premises.

The policy language set forth above is subject to all of the terms and conditions of the policy issued to the Named Insured shown below. For your information, our Named Insured, the Policy Number, Policy Term and Limits of Insurance are stated below.

**Named Insured HANNAH ENTERPRISE INC - DBA**

**Issuing Company: NATIONWIDE FIRE INS COMPANY**

**Policy Number: ACP BPRF5563342985**

**Policy Term: 04-03-14 To 04-03-15**

**Limits of Insurance: Per Occurrence \$1,000,000  
All Occurrences \$2,000,000**

**PB AI 02 (01-01)**

**Page 1 of 1**

ACP BPRF5563342985

AGENT COPY

55 06632

**EXHIBIT "E"**

BUSINESSOWNERS  
PB 04 30 04 11

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PROTECTIVE SAFEGUARDS**

This endorsement modifies insurance provided under the following:

**PREMIER BUSINESSOWNERS PROPERTY COVERAGE FORM**

### **NOTICE**

**YOU RISK THE LOSS OF CERTAIN INSURANCE COVERAGE AT PREMISES DESIGNATED IN THE DECLARATIONS IF YOU FAIL TO MAINTAIN ANY OF THE APPLICABLE PROTECTIVE SAFEGUARDS, LISTED BY SYMBOL IN THE DECLARATIONS FOR EACH PREMISES.**

Our requirement that you maintain the protective safeguard is in consideration of a premium reduction. If you do not wish to commit to the requirements expressed in this endorsement, at our option, your insurance may be continued. However, the credit for such protection would not be applied.

Your acceptance of this policy in the payment of premium when due constitutes your understanding and acknowledgement that you risk the loss of certain insurance at the premises designated if you fail to maintain the protective safeguard and your acceptance and agreement with the terms of this endorsement.

### **SCHEDULE**

**Prem. / Bldg. No. Description of P-9 Protective Safeguard:**

A. **CONDITION.** As a condition of this insurance, you are required to maintain the applicable protective devices or services for fire, denoted by symbols P-1, P-2, P-3, P-4, P-5, P-8, or P-9; or for burglary and robbery, denoted by symbols P-6 or P-7), as designated at each premises by symbol in the Declarations.

B. **EXCLUSIONS.** Under Section B. EXCLUSIONS, the following exclusions are added:

1. **FIRE PROTECTIVE SAFEGUARDS**

We will not pay for loss or damages caused by or resulting from fire if, prior to the fire, you:

- a. Knew or should have known of any suspension or impairment in any protective safeguard as designated at each premises by symbol in the Declarations and failed to notify us of that fact; or
- b. Failed to maintain any protective safeguard as designated at each premises by symbol in the Declarations and over which you have control, in complete working order; or

c. Add or modify any cooking equipment and operate it prior to adding or extending any Fire Suppression System that is required by code to protect it.

If part of an Automatic Sprinkler System is shut off due to breakage, leakage, freezing conditions or opening of sprinkler heads, notification to us will not be necessary if you can restore full protection within 48 hours.

2. **BURGLARY AND ROBBERY PROTECTIVE SAFEGUARDS**

We will not pay for loss or damage caused by or resulting from theft if, prior to the theft, you:

- a. Knew or should have known of any suspension or impairment in any protective safeguard designated at each premises by symbol in the Declarations and failed to notify us of that fact; or
- b. Failed to maintain any protective safeguard designated at each premises by symbol in the Declarations and over which you had control, in complete working order.

**PB 04 30 04 11**

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**Page 1 of 2**

ACP BPRF5563342985

AGENT COPY

55 06633

**EXHIBIT "E"**

PB 04 30 04 11

C. **PROTECTIVE SAFEGUARD SYMBOLS.** The protective safeguards to which this endorsement applies are identified in the Declarations by the following symbols:

**"P-1" Automatic Sprinkler System**, including related supervisory services. Automatic Sprinkler System means:

- a. Any automatic fire protective or extinguishing system, including connected:
  - 1) Sprinklers and discharge nozzles;
  - 2) Ducts, pipes, valves and fittings;
  - 3) Tanks, their component parts and supports; and
  - 4) Pumps and private fire protection mains.
- b. When supplied from an automatic fire protective system:
  - 1) Nonautomatic fire protective systems; and
  - 2) Hydrants, standpipes and outlets.

**"P-2" Automatic Fire Alarm**, protecting the entire building, that is:

- a. Connected to a central station; or
- b. Reporting to a public or private fire alarm station.

**"P-3" Security Service**, with a recording system or watch clock, making hourly rounds covering the entire building, when the premises are not in actual operation.

**"P-4" Service Contract** with a privately owned fire department providing fire protection service to the described premises.

**"P-5" Watchman Service** based on contract with a privately owned security company providing premises protection services to the described premises.

**"P-6" Local Burglar Alarm** protecting the entire building which in the event of an unauthorized or attempted entry at the described premises, triggers a loud sounding gong or siren, or a visual device, on the outside of the building.

**"P-7" Central Station Burglar Alarm** protecting the entire building which, in the event of an unauthorized or attempted entry at the described premises, will automatically transmit an alarm signal to an outside Central Station or police station.

**"P-8" Fire Suppression System**, including related supervisory services. Fire Suppression System means any automatic fire protective or extinguishing system designed to protect cooking equipment (i.e. cooking surfaces, deep fat fryers, grease ducts and hoods) including connected:

- a. Sprinklers and discharge nozzles;
- b. Ducts, pipes, valves and fittings; and
- c. Tanks, their component parts and supports.

**"P-9"** The protective system described in the Schedule of this endorsement.

**All terms and conditions of this policy apply unless modified by this endorsement.**



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Nationwide Insurance  
Allied Insurance  
Nationwide Agribusiness  
Titan Insurance  
Victoria Insurance

Hannah Enterprise Inc - DBA J&R Mahal  
Grocery

Hannah Enterprise Inc  
Dba J&R Mahal Grocery  
1015 N Sabinas St  
San Antonio, TX 78207

**Date prepared** February 13, 2015  
**Claim number** 78 42 PE 105745  
07112014 51

**Questions?** Contact Claims Associate  
Justin Murnane  
murnanj4@nationwide.com  
Phone 1-(800)200-0518  
Ext. 1637

### Claim details

Insurer: Nationwide Mutual Fire Insurance Company  
Policyholder: Hannah Enterprise Inc - DBA J&R Mahal Grocery  
Claimant:  
Claim number: 78 42 PE 105745 07112014 51  
Loss date: 07-11-2014  
Loss location: 1015 N SABINAS S SAN ANTONIO, TX 78207

Dear Shalakhti Hanna,

We have completed our investigation and have determined a portion of your burglary claim is covered under your policy. Your policy covers damages to the exterior building glass that you are contractually responsible for, however there is no coverage for the stolen money, business personal property, and damages to the security gates.

### POLICY DETAILS

Your Premier Businessowners Property Coverage Form PB 0002 0411 states the following:

#### A. COVERAGES (Page 2 of 39)

We will pay for direct physical loss of or damage to Covered Property at the described premises in the Declarations caused by or resulting from any Covered Cause of Loss.

#### 1. COVERED PROPERTY

Covered Property includes Buildings as described under paragraph a. below, Business Personal Property as described under paragraph b. below, or both, depending on whether a Limit of Insurance is shown in the Declarations for that type of property. Regardless of whether coverage is shown in the Declarations for Buildings, Business Personal Property, or both, there is no coverage for property described under paragraph 2, PROPERTY NOT COVERED.

b. Business Personal Property located in or on the buildings at the described premises or in the open (or in a vehicle) within 1,000 feet of the described premises, consisting of the following:

(1) Personal property you own that is used in your business, including but not limited to furniture, fixtures, machinery, equipment and "stock";

(2) Personal property of others that is in your care, custody or control, except as otherwise provided in Condition 5. Loss Payment under Section E. PROPERTY LOSS CONDITIONS;

**EXHIBIT "F"**



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Nationwide Insurance  
Allied Insurance  
Nationwide Agribusiness  
Titan Insurance  
Victoria Insurance

- (3) Tenant improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:
  - (a) Made a part of the building or structure you occupy but do not own; and
  - (b) You acquired or made at your expense but cannot legally remove; and
- (4) Leased personal property which you have a contractual responsibility to insure, unless otherwise provided for under paragraph (2) personal property of others above.
- (5) Exterior building glass, if you are a tenant and no Limit of Insurance is shown in the Declarations for Building property. The glass must be owned by you or in your care, custody or control and you must be contractually obligated to repair or replace it. We will also pay for necessary repair or replacement of encasing frames.

Additionally your policy includes the PB 0430 0411 Protective Safeguard Endorsement, which states the following:

A. CONDITION. (Page 1 of 2)

As a condition of this insurance, you are required to maintain the applicable protective devices or services for fire, denoted by symbols P-1, P-2, P-3, P-4, P-5, P-8, or P-9; or for burglary and robbery, denoted by symbols P-6 or P-7), as designated at each premises by symbol in the Declarations.

B. Exclusions. Under Section B. EXCLUSIONS, the following exclusions are added:

2. BURGLARY AND ROBBERY PROTECTIVE SAFEGUARDS

We will not pay for loss or damage caused by or resulting from theft if, prior to the theft, you:

- a. Knew or should have known of any suspension or impairment in any protective safeguard designated at each premises by symbol in the Declarations and failed to notify us of that fact; or
- b. Failed to maintain any protective safeguard designated at each premises by symbol in the Declarations and over which you had control, in complete working order.

A review of your policy Declarations discloses that symbol P-6 was designated as a Protective Safeguard.

C. PROTECTIVE SAFEGUARD SYMBOLS. (Page 2 of 2)

The protective safeguards to which this endorsement applies are identified in the Declarations by the following symbols:

"P-6 Local Burglar Alarm protecting the entire building which in the event of an unauthorized or attempted entry at the described premises, triggers a loud sounding gong or siren, or a visual device on the outside of the building.

ABOUT OUR DECISION

Our review showed that on July 11, 2014 your business was broken into. You advised that the source of forced entry was by damaging the outside security gates and breaking the plexiglass inside the storefront door. Once inside you advised that they stolen money, tobacco products, clothing, and a laptop. It was confirmed with Stephanie Stratton at ASG Security that the security alarm protecting the building was not set the night of the loss. As per the policy language above, we will not pay for loss or damage caused by or resulting from theft if, prior to the theft you failed to maintain the protective safeguard described on your declarations. By not setting the alarm, you failed to maintain the burglar alarm. For this reason coverage for your loss is not afforded and we must respectfully deny your claim.

We will however, pay for damages to the building that you are contractually responsible for that occurred from the forced entry to gain access to the interior of the building. A review of your lease agreement under



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Titan Insurance  
Victoria Insurance

the Insurance section states that you the Lessee, at your expense, shall maintain insurance for plate glass. For this reason we will pay for the damages to the glass, we will however not pay for the damages to the security gates as per your lease agreement you are not contractually responsible.

We expressly reserve all other rights, defenses, or contentions, which are available to us under the policy of insurance, by law or otherwise, and do not waive any such rights or defenses which we now have or which may become known to us in the future.

If you have information about this claim that may affect our current decision – please forward it to us as soon as possible.

Thank you for choosing us for your important insurance protection. If you have any questions or concerns, please contact me at 614-948-1637 or [murnanj4@nationwide.com](mailto:murnanj4@nationwide.com).

Sincerely,

Justin Murnane  
Nationwide Mutual Fire Insurance Company  
One Nationwide Gateway Dept 5572  
Des Moines, IA 50391-5572  
\*

CAUSE NUMBER 2016CV03123

HANNA SHALAKHTI § IN THE COUNTY COURT

VS.

§ AT LAW NO. CC# 03

NATIONWIDE MUTUAL FIRE  
INSURANCE CO. AND ALARM  
SECURITY GROUP, LLC. D/B/A  
ASG SECURITY

§ BEXAR COUNTY, TEXAS

PLAINTIFF'S FIRST SET OF INTERROGATORIES

TO: Alarm Security Group, LLC, one of the Defendants herein

Pursuant to Rules the Texas Rules of Civil Procedure Hanna Shalakhti requires you to:

1. Answer in complete detail and in writing each of the enclosed Interrogatories;
2. Sign your name to you response to the Interrogatories;
3. Swear to the truth of your answers to the Interrogatories before a Notary Public or other Judicial Officer;
4. Deliver a complete copy of your answers to the undersigned within thirty (30) days of your receipt hereof, and file the signed and notarized original with the Clerk of the Court within the above specified thirty (30) days.

DEFINITIONS

As used herein, the following terms shall have the meanings indicated below:

1. "Document" means any printed, typewritten, handwritten, mechanically or otherwise recorded matter of whatever character, including, but without limitation, letters, purchase orders, memoranda, telegrams, notes, catalogues, brochures, diaries, reports, calendars, inter- or intra-office communications, statements, investigative reports, announcements, depositions, Answers To Interrogatories, Pleadings, Judgments, Newspaper articles, and carbon or photographic copies of any such material if you do not have custody or control of the original. If any such document requested to be identified was but is no longer in your possession or control, or is no longer in existence, please state whether it is:
  - a. Missing or lost;
  - b. Destroyed;
  - c. Transferred, voluntarily or involuntarily, to, and if so, to whom; or
  - d. Otherwise disposed of, and in each instance explain the circumstances surrounding the authorization for disposition thereof, state the approximate date thereof, and describe its contents.
2. "Possession, Custody, or Control" includes constructive possession whereby you have a right to compel the production of a matter, or to compel entrance from a third party.
3. "Expert" means an expert witness who is expected to testify during trial of this cause, as well as an expert used for consultation and who is not expected to be called as a witness during trial, but whose work product will form a basis, either in whole or in part, of the opinion of an expert who is to be called as a witness.



4. "Report" means the mental impressions and opinions held by an expert and the facts known to the expert regardless of when the factual information was acquired which relates to or form the basis of mental impressions and opinions held by the expert. A report includes documents and tangible reports, physical models, compilations of data and other material prepared by an expert, or for an expert in anticipation of the expert's deposition, or trial testimony, and further includes all tangible reports, physical models, compilation of data and other material prepared by an expert used for consultation regardless whether it was prepared in anticipation of litigation or trial, when such expert's report forms a basis either in whole or in part of the opinions of an expert who is to be called as a witness.
5. "You and Your" mean the responding party to whom these questions are directed, as well as agents, employees, attorneys, investigators, and all other persons acting for that party.
6. "Persons" mean natural person, corporations, partnerships, and all other entities.

In each question wherein you are asked to identify a document, state with respect to each such document, if a copy of it is not attached to your answers, the following:

1. The identity of the person who signed it or over whose name it was issued;
2. The identity of the person who prepared it;
3. The identity of the person or persons to whom it was addressed;
4. The title and substance of the document with sufficient particularity to enable same to be identified.
5. The date of the document;
6. The date the document was executed or prepared, if different from the date it bears; and
7. If the document or a copy of it is not in your possession, custody, or control, the identity of the person who has control or custody of it, or a copy of it.

In each question wherein you are asked to identify a person, state the following with respect to such person:

1. His full name;
2. His last known address and telephone number;
3. The name and address of his last known employer; and
4. His job title.

If the person to be identified is not a natural person, e.g., a corporation, give its name, address, and principal place of business.

If you object to attaching copies of requested documents to your answers, or if you object to identifying any person as hereinabove defined, or if you feel that a Court Order should be obtained by this party, please so state in your answers to Interrogatories.

INTERROGATORY NO. 1:

If you denied that the agreement attached to the accompanying Request for Admissions as Exhibit "G" represents the agreement between you and the Plaintiff that was in effect at the time of the burglary provide the date and content of the agreement that was in effect and specify whether it was written or oral.



ANSWER:

INTERROGATORY N0. 2:

Give the dates you repaired the alarm system at the location since June 01, 2013, and describe the malfunction (including the zone) during each repair and the work that done.

ANSWER:

INTERROGATORY N0. 3:

Identify each complaint request for repairs that were made by the Plaintiff on the alarm system since June 01, 2013.

ANSWER:

INTERROGATORY N0. 4:

If you denied that the attachment to the accompanying Request for Admissions as Exhibit "C" correctly shows the alarm activity at the location on the dates and times described in that exhibit give the correct alarm activity and specify the reasons you claim that Exhibit "C" is inaccurate.

ANSWER:

INTERROGATORY N0. 5:

Was the alarm set at the location at the time of the burglary, and did you receive notice that the alarm was tripped (notice of a possible intrusion).

ANSWER:

INTERROGATORY N0. 6:

Identify each person you called when you received notice of the alarm being tripped (or notice of a possible intrusion), the person who received the notice and the person who called, and the date and time each call was made.

ANSWER:

INTERROGATORY N0. 7:

With respect to your answer to the foregoing Interrogatory identify the person(s) who made the call(s) and their position with you at the time and today.

ANSWER:

INTERROGATORY N0. 8:

If no call was made to alert anyone that a notice of an alarm being tripped took place give the reasons such a call (or calls) was (were) not made.

ANSWER:

INTERROGATORY N0. 9:

Identify all zones that were tripped on the date the burglary took place after the location was armed after the closing of the business day.

ANSWER:

INTERROGATORY N0. 10:

Do you normally keep a video or audio recording showing the conduct of your employee(s) who monitor locations and do you have access to the video or audio from the time the alarm was set after the closing of the store on the day before the burglary took place to a couple of hours after the burglary took place?

ANSWER:

INTERROGATORY N0. 11:

What is your understanding of the reason the system was flagged as on "test mode" on the day this burglary to the location took place.

ANSWER:

INTERROGATORY N0. 12:

Identify each of your employees that were informed/notified the reason(s) the alarm system was on "test mode" their position with you at the time of this burglary and today and the date and time they were given that information.

ANSWER:

INTERROGATORY N0. 13:

With respect to your answer to the preceding Interrogatory state what was told the them and the instructions they were given.

ANSWER:

INTERROGATORY N0. 14:

If you do not agree that had you called the police or the Plaintiff this burglary would have been thwarted give the reasons you disagree with that statement.

ANSWER:

INTERROGATORY N0. 15:

Give the time period the alarm was indicating an intrusion was taking place (from when to when) on the date of the burglary after the closing of the location and the arming of the alarm system.

ANSWER:

INTERROGATORY N0. 16:

Give your understanding of the manner the thief gained entrance to the property to commit the burglary and specify how you gained such knowledge and, if applicable, the documents on which you rely in support of your answer.

ANSWER:

INTERROGATORY N0. 17:

Identify each expert witness you have retained for consultation purposes only, who is not expected to testify in this case, but whose opinion, work-product, or expertise will be relied on by the testifying expert by giving his name, address, telephone number, his area of expertise, and the date or approximate date he was retained or consulted. If the answer is none, state that fact in your answer.

ANSWER:

INTERROGATORY N0. 18:

With respect to your answer to the preceding Interrogatory, state the knowledge/opinion held by each expert concerning all aspects of this lawsuit, and describe each report, memorandum, or other written document produced by, given to, and/or reviewed by each expert with respect to this case by giving the date, title, and author of each document. If the document is untitled, give a brief description of its content that is sufficient to identify it.

ANSWER:

INTERROGATORY NO. 19:

With respect to the expert witnesses identified in your answer to these Interrogatories and requests for disclosure, list each document exchanged (given or received) between/among any of the experts, by giving the date, title and author of each document. If the document is untitled, give a brief description of its content sufficient to identify it.

ANSWER:

INTERROGATORY NO. 20:

With respect to each potential party to this lawsuit you have identified, state why you believe each of those persons is a potential party.

ANSWER:

INTERROGATORY NO. 21:

Pursuant to Rule 609(f), Texas Rules of Evidence, please state evidence of any conviction (by stating the offense, disposition, year of the offense, cause number, court, and county in which the offense occurred) which you intend to use at the trial of this matter regarding this Plaintiff or any witnesses identified as trial witnesses by this party.

ANSWER:

Respectfully submitted,

Charles Tabet  
2600 McCullough Ave.  
San Antonio, Texas 78212  
(210) 572-7272 Telephone  
(210) 572-7575 Facsimile

/s/ Charles Tabet  
Attorney for Plaintiff  
T. B. NO. 19601550

CAUSE NUMBER 2016CV03123

HANNA SHALAKHTI § IN THE COUNTY COURT

VS.

§ AT LAW NO. CC# 03

NATIONWIDE MUTUAL FIRE  
INSURANCE CO. AND ALARM  
SECURITY GROUP, LLC. D/B/A  
ASG SECURITY

§ BEXAR COUNTY, TEXAS

PLAINTIFF'S FIRST SET OF INTERROGATORIES

TO: Nationwide Mutual Fire Insurance Co., one of the Defendants herein

INTERROGATORY N0. 1:

Give the reasons you believe this incident does not constitute a covered incident under the insurance policy you issued.

ANSWER:

INTERROGATORY N0. 2:

If you deny that the insurance policy attached to the Original Petition as Exhibit "E" was in effect at the time of the burglary give the basis of you denying such a claim.

ANSWER:

INTERROGATORY N0. 3:

If you claim that Exhibit "F" does not accurately contain the reasons for you denying coverage of this claim specify all additional reasons for denying coverage.

ANSWER:

INTERROGATORY N0. 4:

Give the amount of coverage the Plaintiff would have been entitled to receive but for your denial of this claim as specified in your letter attached as Exhibit "F" to the Request for Admission.

ANSWER:

INTERROGATORY N0. 5:

What information do you rely on in claiming that the Plaintiff did not set, or engage the alarm system on the premises after he closed on the evening of the burglary.

ANSWER:

INTERROGATORY N0. 6:

With respect to your answer to the preceding Interrogatory identify each person on whom you rely in support of your answer.

ANSWER:

INTERROGATORY N0. 7:

Do you controvert the amount of loss the Plaintiff sustained in this burglary?

ANSWER:

INTERROGATORY N0. 8:

Do you controvert the Plaintiff lost the items (including the money) in the burglary?

ANSWER:

INTERROGATORY N0. 9:

If you controvert the amount Plaintiff lost in this burglary give the amount you believe Plaintiff actually lost and specify the documents/facts pm which you rely in support of your answer.

ANSWER:

INTERROGATORY N0. 10:

If you controvert the items (including money) Plaintiff lost in this burglary describe that were not lost and give the value of those items.

ANSWER:

INTERROGATORY N0. 11:

If you controverted an item or the value of an item Plaintiff listed as a loss give the date you initially controverted that claim, the date or approximate date you made it known to the Plaintiff

and the manner you made it known to the Plaintiff. If the answer is none state that fact in your answer.

ANSWER:

INTERROGATORY NO. 12:

Identify each person and each entity you interviewed and/or from whom you obtained information in investigating the validity of this claim, the date or approximate date of that interview, and the date or approximate date you obtained the documents.

ANSWER:

INTERROGATORY NO. 13:

Identify each person on whom you rely in claiming that the alarm system was not set (armed) on the day of the burglary.

ANSWER:

INTERROGATORY NO. 14:

If you disagree with the values provided by the Plaintiff for the loss he sustained as a result of the burglary provide the replacement value and specify the evidence on which you rely in support of your answer.

ANSWER:

INTERROGATORY NO. 15:

Give your understanding of the manner the thief gained entrance to the property to commit the burglary and specify the documents on which you rely in support of your answer.

ANSWER:

INTERROGATORY NO. 16:

Identify each expert witness you have retained for consultation purposes only, who is not expected to testify in this case, but whose opinion, work-product, or expertise will be relied on by the testifying expert by giving his name, address, telephone number, his area of expertise, and the date or approximate date he was retained or consulted. If the answer is none, state that fact in your answer.

ANSWER:

INTERROGATORY N0. 17:

With respect to your answer to the preceding Interrogatory, state the knowledge/opinion held by each expert concerning all aspects of this lawsuit, and describe each report, memorandum, or other written document produced by, given to, and/or reviewed by each expert with respect to this case by giving the date, title, and author of each document. If the document is untitled, give a brief description of its content that is sufficient to identify it.

ANSWER:

INTERROGATORY N0. 18:

With respect to the expert witnesses identified in your answer to these Interrogatories and requests for disclosure, list each document exchanged (given or received) between/among any of the experts, by giving the date, title and author of each document. If the document is untitled, give a brief description of its content sufficient to identify it.

ANSWER:

INTERROGATORY N0. 19:

With respect to each potential party to this lawsuit you have identified, state why you believe each of those persons is a potential party.

ANSWER:

INTERROGATORY N0. 20:

Pursuant to Rule 609(f), Texas Rules of Evidence, please state evidence of any conviction (by stating the offense, disposition, year of the offense, cause number, court, and county in which the offense occurred) which you intend to use at the trial of this matter regarding this Plaintiff or any witnesses identified as trial witnesses by this party.

ANSWER:

Respectfully submitted,

Charles Tabet  
2600 McCullough Ave.  
San Antonio, Texas 78212  
(210) 572-7272 Telephone  
(210) 572-7575 Facsimile



/s/ Charles Tabet  
Attorney for Plaintiff  
T. B. NO. 19601550

208

VS.

202

AT LAW NO. **CC# 03**

20

BEXAR COUNTY, TEXAS

1. "Document" means, without limitations, the originals, and all non-identical copies, whether printed or recorded, or produced by any mechanical process, or written or produced by hand of designated papers, books, accounts, writings, drawings, graphs, charts, photographs, any liability or indemnity insurance agreement, ledgers, correspondence, reports, statistics, sheets, and other recordings or data compilations from which information can be obtained.
2. "Possession, Custody, or Control" shall include constructive possession whereby you have a right to compel the production of a mater, or to compel the entrance from a third party.
3. "Expert" means a person with special knowledge, skills, and abilities who is expected to testify during the trial of this case, and an expert used for consultation and who is not expected to be called as a witness during trial, but whose work product forms a basis, either in part or in whole, of the opinions of an expert who is to be called during trial as a witness.
4. "Report" means the mental impressions and opinions held by an expert and the facts known to the expert regardless of when the factual information was acquired which relates to or forms the basis of mental impressions and opinions held by the expert. A report includes documents and tangible reports, physical models, compilations of data,

and other material prepared by an expert or for an expert in anticipation of the expert's trial or deposition testimony, and further includes all tangible reports, physical models, compilation of data, and other material prepared by an expert used for consultation, regardless whether it was prepared in anticipation of litigation or trial, when such expert's report forms a basis, either in whole or in part, of the opinions of an expert who is to be called as a witness.

5. "You and Your" mean each party to whom these questions are directed, as well as agents, employees, attorneys, investigators, and all other persons acting for that party.
6. "Persons" shall mean natural persons, corporations, partnerships, and all other kinds of entities.

The time, place, and manner for making the inspection and performing the related acts are as follows:

TIME: Within thirty (30) days of your receipt hereof.  
PLACE: Law Office of Charles K. Tabet  
2600 McCullough Ave.  
San Antonio, Texas 78212  
MANNER: Personal Delivery

If the above time, place and manner is inconvenient for you, please advise in writing when same might be accomplished.

The documents requested and/or lands or other property upon which entry is sought are as follows:

REQUEST FOR PRODUCTION NO. 1:

A copy of each document in your possession, custody or control you received from the Plaintiff from in 2014.

ANSWER:

REQUEST FOR PRODUCTION NO. 2:

A copy of each document in your possession, custody or control you sent to Plaintiff in 2014.

ANSWER:

REQUEST FOR PRODUCTION NO. 3:

A copy of each document in your possession, custody or control showing the number of false alarms Plaintiff received in his business from 2012 through the present.

ANSWER:

REQUEST FOR PRODUCTION NO. 4:

A copy of each document in your possession, custody or control showing the reasons the false alarms were generated since June 01, 2013.

ANSWER:

REQUEST FOR PRODUCTION NO. 5:

A copy of each document in your possession, custody or control showing the repair requests made to the location the subject of this suit since June 01, 2013.

ANSWER:

REQUEST FOR PRODUCTION NO. 6:

A copy of each document in your possession, custody or control showing repairs made to the location the subject of this suit since June 01, 2013.

ANSWER:

REQUEST FOR PRODUCTION NO. 7:

A copy of each document in your possession, custody or control showing the status of the alarm system (whether it was operational) on the premises from July 01, 2014, to July 15, 2014.

ANSWER:

REQUEST FOR PRODUCTION NO. 8:

If you denied that Exhibit "C" attached to the accompanying Request for Admissions is a true and correct copy of the activity report for that period reflected in that exhibit, provide a copy of each document in your possession, custody or control showing the activity report for that period.

ANSWER:

REQUEST FOR PRODUCTION NO. 9:

A copy of each document in your possession, custody or control showing the alarm status you received (whether it was tripped) on the dates reflected in Exhibit "C" attached to the accompanying Request for Admissions.

ANSWER:

REQUEST FOR PRODUCTION NO. 10:

A copy of each document in your possession, custody or control showing the actions you took and the persons/entities you called after the alarm was set on the date the burglary took place.

ANSWER:

REQUEST FOR PRODUCTION NO. 11:

A copy of your investigation in your possession, custody or control on the burglary, the status of the alarm, the zones of the alarm that were tripped and the persons contacted once the alarm was tripped.

ANSWER:

REQUEST FOR PRODUCTION NO. 12:

Each statement previously made by the requesting party, his agents, employees, or servants, concerning the subject matter of this lawsuit, which is in your possession, custody, or control. For purposes of this paragraph a statement previously made is:

- a. A written statement signed or otherwise adopted or approved by the person making it, and/or
- b. A stenographic, mechanical, electrical, or other type of recording, or any transcription thereof which is a substantial verbatim recital of a statement made by the person and contemporaneously recorded.

ANSWER:

REQUEST FOR PRODUCTION NO. 13:

A copy of each photograph, including video recorded pictures, depicting the manner this incident took place in your possession, custody or control.

ANSWER:

REQUEST FOR PRODUCTION NO. 14:

A copy of each photograph, including video recorded pictures, in your possession, custody or control you intend to use at the time of trial.

ANSWER:

REQUEST FOR PRODUCTION NO. 15:

A copy of each photograph, motion picture, videotape, map, drawing, chart, diagram, measurement, survey, model, or other documents in your possession, custody, or control depicting the scene of the burglary, or the area, persons, or object(s) involved, either made before, at the time of, or after the time of the burglary.

ANSWER:

REQUEST FOR PRODUCTION NO. 16:

A copy of all written reports or other written documentation in your possession, custody or control concerning all factual observations tests, supporting data, calculations, photographs and opinions of any expert whom you will or may call as a witness at the trial of this cause, including, but not limited to:

- a. Any reports prepared by or under the direction of such expert witness, including any recording or transcripts thereof of any oral report;
- b. A list of the names, addresses, and telephone numbers of all persons from whom the expert obtained information in his investigation of this claim;
- c. A list of all publications in bibliographical form (including page numbers) which were read or referred to as part of his preparation and analysis in arriving at the opinions and conclusions reached; and
- d. Copies of all reports, statements, summaries, illustrations, diagrams, drawings, and photographs made or referred to as part of his preparation and analysis or in support of any opinions and conclusions relating to this matter.

ANSWER:

REQUEST FOR PRODUCTION NO. 17:

As to each expert you have identified in your answers to Interrogatories, in the event such an expert has not recorded or reduced to a tangible form his factual observations, mental impressions, or opinions, tests, supporting data or calculations concerning this case, you are requested to have each expert you identified record or reduce to a tangible form his factual observations, mental impressions or opinions, tests, supporting data or calculations concerning this case, and produce a copy of each document to the requesting party.

ANSWER:

REQUEST FOR PRODUCTION NO. 18:

A copy of each document consisting of a police report or police investigation prepared in connection with this suit in your possession, custody or control.

ANSWER:

REQUEST FOR PRODUCTION NO. 19:

A copy of each document in your possession, custody or control showing the identity of each person you believe is a potential party to this lawsuit.

ANSWER:

REQUEST FOR PRODUCTION NO. 20:

A copy of each document in your possession, custody or control showing the reasons you believe each person is a potential party to this lawsuit.

ANSWER:

REQUEST FOR PRODUCTION NO. 21:

If not provided in response to other discovery a copy of each witness statement in your possession, custody or control.

ANSWER:

REQUEST FOR PRODUCTION NO. 22:

A copy of each tape and video recordings in your possession, custody or control of the actions you undertook at and after the you received notice of the alarm being tripped on the date of the burglary.

ANSWER:

REQUEST FOR PRODUCTION NO. 23:

If you denied that Exhibit "G" attached to the accompanying Request for Admissions is a true and correct copy of the agreement between you and the Plaintiff provide a copy of each agreement that was in effect at the time of the burglary in your possession, custody or control.

ANSWER:

Respectfully submitted,

Charles K. Tabet  
2600 McCullough Ave.  
San Antonio, Texas 78212

(210) 572-7272 Telephone . .

/s/ Charles Tabet

Attorney for Plaintiff

T. B. NO. 19601550



CAUSE NUMBER 2016CV03123

HANNA SHALAKHTI § IN THE COUNTY COURT

VS.

§ AT LAW NO. CC# 03

NATIONWIDE MUTUAL FIRE  
INSURANCE CO. AND ALARM  
SECURITY GROUP, LLC. D/B/A  
ASG SECURITY

§ BEXAR COUNTY, TEXAS

PLAINTIFF'S FIRST SET OF REQUESTS FOR PRODUCTION

TO: Nationwide Mutual Fire Insurance Co., one of the Defendants herein

Pursuant to Rules 166(b) and 167 of the Texas Rules of Civil Procedure, Rami Alseraihi, Plaintiff, requests you:

1. Produce and permit the requesting party, his agents, servants, or employees to inspect, sample, test, photograph, and/or copy, the following listed documents, recordings, and other data compilations from which information can be obtained or translated through appropriate devices into reasonably usable form, and to inspect, sample, test photograph, or copy any tangible things, hereinafter listed, which constitute or contain matters which are in your possession, custody or control; and
2. To permit entry upon designated land or other property, hereinafter listed in your possession, custody or control for the purpose of inspecting and measuring, surveying, photographing, testing, or sampling of the property or any designated object or operation thereon.

For purposes of this Request, the following definitions are noted, to wit:

1. "Document" means, without limitations, the originals, and all non-identical copies, whether printed or recorded, or produced by any mechanical process, or written or produced by hand of designated papers, books, accounts, writings, drawings, graphs, charts, photographs, any liability or indemnity insurance agreement, ledgers, correspondence, reports, statistics, sheets, and other recordings or data compilations from which information can be obtained.
2. "Possession, Custody, or Control" shall include constructive possession whereby you have a right to compel the production of a mater, or to compel the entrance from a third party.
3. "Expert" means a person with special knowledge, skills, and abilities who is expected to testify during the trial of this case, and an expert used for consultation and who is not expected to be called as a witness during trial, but whose work product forms a basis, either in part or in whole, of the opinions of an expert who is to be called during trial as a witness.
4. "Report" means the mental impressions and opinions held by an expert and the facts known to the expert regardless of when the factual information was acquired which relates to or forms the basis of mental impressions and opinions held by the expert. A report includes documents and tangible reports, physical models, compilations of data,

and other material prepared by an expert or for an expert in anticipation of the expert's trial or deposition testimony, and further includes all tangible reports, physical models, compilation of data, and other material prepared by an expert used for consultation, regardless whether it was prepared in anticipation of litigation or trial, when such expert's report forms a basis, either in whole or in part, of the opinions of an expert who is to be called as a witness.

5. "You and Your" mean each party to whom these questions are directed, as well as agents, employees, attorneys, investigators, and all other persons acting for that party.
6. "Persons" shall mean natural persons, corporations, partnerships, and all other kinds of entities.

The time, place, and manner for making the inspection and performing the related acts are as follows:

TIME: Within thirty (30) days of your receipt hereof.  
PLACE: Law Office of Charles K. Tabet  
2600 McCullough Ave.  
San Antonio, Texas 78212  
MANNER: Personal Delivery

If the above time, place and manner is inconvenient for you, please advise in writing when same might be accomplished.

The documents requested and/or lands or other property upon which entry is sought are as follows:

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A copy of each document in your possession, custody or control you received from the Plaintiff.

ANSWER:

REQUEST FOR PRODUCTION NO. 2:

A copy of each document in your possession, custody or control you sent to Plaintiff.

ANSWER:

REQUEST FOR PRODUCTION NO. 3:

A copy of each document in your possession, custody or control you requested from the Plaintiff.

ANSWER:

REQUEST FOR PRODUCTION NO. 4:

A copy of each policy you issued that was in effect that provided coverage for the loss Plaintiff sustained in this burglary.

ANSWER:

REQUEST FOR PRODUCTION NO. 5:

If not provided in response to other requests a copy of each document in your possession, custody or control showing the reasons you denied coverage on this claim.

ANSWER:

REQUEST FOR PRODUCTION NO. 6:

A copy of each document in your possession, custody or control showing the replacement value of the items Plaintiff lost in the burglary.

ANSWER:

REQUEST FOR PRODUCTION NO. 7:

A copy of each document in your possession, custody or control showing the status of the alarm system (whether it was operational) on the premises that were burglarized on the date of the burglary.

ANSWER:

REQUEST FOR PRODUCTION NO. 8:

A copy of each document in your possession, custody or control supporting your belief that the alarm was not set at the time the burglary took place.

ANSWER:

REQUEST FOR PRODUCTION NO. 9:

A copy of each document in your possession, custody or control disputing that Plaintiff lost of the items he lost in the burglary (this request includes the money he lost).

ANSWER:

REQUEST FOR PRODUCTION NO. 10:

If not provided in response to other requests, a copy of each document in your possession, custody or control disputing the replacement value of the items Plaintiff lost in the burglary.

ANSWER:

REQUEST FOR PRODUCTION NO. 11:

A copy of your investigation in your possession, custody or control on which you relied in support of your denial of this claim for coverage.

ANSWER:

REQUEST FOR PRODUCTION NO. 12:

Each statement previously made by the requesting party, his agents, employees, or servants, concerning the subject matter of this lawsuit, which is in your possession, custody, or control. For purposes of this paragraph a statement previously made is:

- a. A written statement signed or otherwise adopted or approved by the person making it, and/or
- b. A stenographic, mechanical, electrical, or other type of recording, or any transcription thereof which is a substantial verbatim recital of a statement made by the person and contemporaneously recorded.

ANSWER:

REQUEST FOR PRODUCTION NO. 13:

A copy of each photograph, including video recorded pictures, depicting the manner this incident took place in your possession, custody or control.

ANSWER:

REQUEST FOR PRODUCTION NO. 14:

A copy of each photograph, including video recorded pictures, in your possession, custody or control you intend to use at the time of trial.

ANSWER:

REQUEST FOR PRODUCTION NO. 15:

A copy of each photograph, motion picture, videotape, map, drawing, chart, diagram, measurement, survey, model, or other documents in your possession, custody, or control

depicting the scene of the collision, or the area, persons, or object(s) involved, either made before, at the time of, or after the time of the collision.

ANSWER:

REQUEST FOR PRODUCTION NO. 16:

A copy of all written reports or other written documentation in your possession, custody or control concerning all factual observations tests, supporting data, calculations, photographs and opinions of any expert whom you will or may call as a witness at the trial of this cause, including, but not limited to:

- a. Any reports prepared by or under the direction of such expert witness, including any recording or transcripts thereof of any oral report;
- b. A list of the names, addresses, and telephone numbers of all persons from whom the expert obtained information in his investigation of this claim;
- c. A list of all publications in bibliographical form (including page numbers) which were read or referred to as part of his preparation and analysis in arriving at the opinions and conclusions reached; and
- d. Copies of all reports, statements, summaries, illustrations, diagrams, drawings, and photographs made or referred to as part of his preparation and analysis or in support of any opinions and conclusions relating to this matter.

ANSWER:

REQUEST FOR PRODUCTION NO. 17:

As to each expert you have identified in your answers to Interrogatories, in the event such an expert has not recorded or reduced to a tangible form his factual observations, mental impressions, or opinions, tests, supporting data or calculations concerning this case, you are requested to have each expert you identified record or reduce to a tangible form his factual observations, mental impressions or opinions, tests, supporting data or calculations concerning this case, and produce a copy of each document to the requesting party.

ANSWER:

REQUEST FOR PRODUCTION NO. 18:

A copy of each document consisting of a police report or police investigation prepared in connection with this suit in your possession, custody or control.

ANSWER:

REQUEST FOR PRODUCTION NO. 19:

A copy of each document in your possession, custody or control showing the identity of each person you believe is a potential party to this lawsuit.

ANSWER:

REQUEST FOR PRODUCTION NO. 20:

A copy of each document in your possession, custody or control showing the reasons you believe each person is a potential party to this lawsuit.

ANSWER:

REQUEST FOR PRODUCTION NO. 21:

If not provided in response to other discovery a copy of each witness statement in your possession, custody or control.

ANSWER:

Respectfully submitted,

Charles K. Tabet  
2600 McCullough Ave.  
San Antonio, Texas 78212  
(210) 572-7272 Telephone

/s/ Charles Tabet  
Attorney for Plaintiff  
T. B. NO. 19601550